

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Aaron T. Emigh	04/29/2010
RECEIVING PARTY DATA	
Name:	Dr. James A. Roskind
Street Address:	920 Governors Bay Drive
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7330112
CORRESPONDENCE DATA	
Fax Number:	(408)236-6641
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-236-6634
Email:	cfitting@mpkpatentlaw.com
Correspondent Name:	Mahamedi Paradise Kreisman LLP
Address Line 1:	550 South Winchester Blvd., Suite 605
Address Line 4:	San Jose, CALIFORNIA 95128
ATTORNEY DOCKET NUMBER:	ROSK.P007
NAME OF SUBMITTER:	Chris Fitting
Total Attachments: 2 source=P007 Exe Asmt to Roskind 042910#page1.tif source=P007 Exe Asmt to Roskind 042910#page2.tif	

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PATENT
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PATENT ASSIGNMENT

Whereas we the undersigned inventors have invented certain new and useful improvements as set forth in a patent identified by the United States Patent and Trademark Office as patent registration number 7,330,112 (the "Patent")


NOW, THEREFORE, pursuant to the Amended Judgment entered in United States District Court - District of Nevada case number 2:05-cv-00825-RCJ-RJJ Roskind v. Emigh & Radix Labs, and subject to the Joint Settlement Statement on file therein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by all parties, the parties hereby agree as follows:

1. Radix Labs, LLC ("Radix Labs") and Mr. Aaron T. Emigh (collectively "Assignors") hereby warrant that (i) they have the full right and power to make the assignment of the Patent, (ii) the Patent is believed to be valid, effective and subsisting, and (iii) Assignors have made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of, license of, or encumbrance on the Patent or any invention disclosed in the Patent.
2. Assignors do hereby acknowledge that they have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto Dr. James A. Roskind ("Dr. Roskind") all rights, title, interest and ownership throughout the world in, to, arising out of, and under the said Patent, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted on any divisionals, renewals, and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which have or may hereafter be filed based upon said Patent in any country or countries foreign to the United States, and all Letters Patent which may be granted based upon said Patent in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and does hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all patents based upon said Patent to Dr. Roskind, his successors, legal representatives and assigns, in accordance with the terms of this instrument.
3. Assignors agree that neither of the Assignors shall submit additional information to the United States Patent and Trademark Office in relation to the Patent. Assignors agree that neither of the Assignors shall terminate the prosecution of the Patent. Assignors agree that neither of the Assignors shall engage in any activity on behalf of themselves or others to invalidate the Patent or issued patents flowing from the Patent. Assignors agree that neither of the Assignors shall not interfere with, participate in, or engage in any activity to impair or impact the prosecution of the Patent.
4. This Assignment may not be altered, amended, or modified except by a writing signed by Dr. Roskind. This Assignment shall be binding upon Dr. Roskind, Mr. Aaron T. Emigh and Radix Labs and their partners, successors, and assigns, and shall insure to the benefit of Dr. Roskind, his successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of Nevada and the applicable laws of the United States of America.
5. No partnership or joint venture is intended to be created by this Assignment, nor any principal-agent or employer-employee relationship. Neither party has, and neither party shall attempt to assert, the authority to make commitments for or to bind the other party to any obligation. Although this Assignment contains covenants with respect to confidential information, the parties disclaim any other intent to create a confidential or fiduciary relationship between them.
6. Each party hereby represents and warrants to the other that (i) it has the full power and authority to enter into this Assignment and to perform its obligations and duties hereunder, and (ii) it is not subject to any obligation or disability which will or might prevent or interfere with its ability to fully keep and perform all of its agreements hereunder.

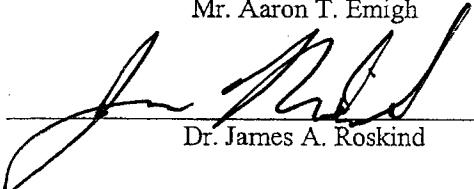
Exhibit 13 to Amended Judgment

7. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Assignment. This Assignment shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party. The parties hereto and their respective counsel have reviewed this Assignment, and the normal rule of construction to the effect that any ambiguities in this Assignment are to be resolved against the drafting party are not to be employed in the interpretation of this Assignment.
8. This Assignment may be executed in any number of counterparts, each of which shall be considered an original, but all of which counterparts shall be deemed to be one and the same document. Parties may execute this agreement by signatures obtained through facsimile, and those signatures may be relied upon by the other party as valid as if they were signed in the presence of the other party.
9. Each person signing below represents that he or she has read this Assignment in its entirety, understands its terms, is duly authorized to execute this Assignment shall be bound by these terms.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

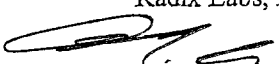


Mr. Aaron T. Emigh

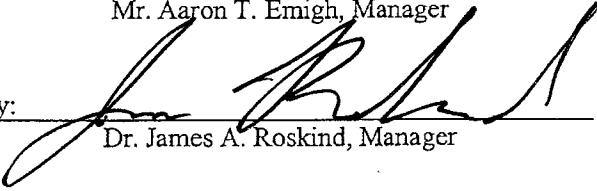


Dr. James A. Roskind

Radix Labs, LLC

By: 

Mr. Aaron T. Emigh, Manager

By: 

Dr. James A. Roskind, Manager