

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
MicroPower Appliance Inc.	08/12/2008
<b>RECEIVING PARTY DATA</b>	
Name:	MicroPower Technologies, Inc.
Street Address:	P.O. Box 3246
City:	Rancho Santa Fe
State/Country:	CALIFORNIA
Postal Code:	92067
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12515691
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(877)769-7945
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(858) 678-5070
Email:	roberts@fr.com
Correspondent Name:	John-Paul Fryckman
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	21884-0002US1
NAME OF SUBMITTER:	Michelle Sympson
Total Attachments: 9 source=21884 Name Change#page1.tif source=21884 Name Change#page2.tif source=21884 Name Change#page3.tif source=21884 Name Change#page4.tif	

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**PATENT**  
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## BILL OF SALE AND ASSIGNMENT AGREEMENT

FOR THE Consideration (as defined in Section 5 below), the receipt of which is hereby acknowledged, MicroPower Appliance Inc., a California subchapter S corporation (hereinafter referred to as "Seller"), by these presents, subject to the conditions set forth herein, hereby GRANTS, BARGAINS, SELLS, TRANSFERS, ASSIGNS, CONVEYS AND DELIVERS to MicroPower Technologies, Inc., a Delaware corporation, its successors and assigns (hereinafter referred to as "Buyer"), effective as of August 12, 2008 (hereinafter referred to as the "Effective Date"), all of Seller's right, title and interest in and to the Assets (as defined in Section 1 below) as they exist on the Effective Date.

### RECITALS

WHEREAS, Seller was engaged in the business similar to that of Buyer (the "Business"); and

WHEREAS, Buyer desires to acquire from Seller, and Seller desires to transfer to Buyer, certain of the assets, properties, and rights of Seller in the Business as provided by this Agreement, upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

#### 1. THE ASSETS TRANSFERRED BY SELLER TO BUYER

(a) Transfer of Assets. All of the assets of the Seller used or useful in the Business, including without limitation, the Patents (as defined in Section 1.1(b) below), intellectual property rights and other related assets set forth in Exhibit A attached hereto and made part hereof, and specifically including any related rights to any related claims, credits, rights to sue, rights of recovery and rights of setoff with respect to such assets (collectively, referred to as the "Assets").

(b) Assignment of Patents. As of the Effective Date, Seller sells, transfers, assigns and conveys to Buyer all right, title and interest in and to the Patents. For purposes of this Agreement, "Patents" shall mean (i) each of the patents and/or patent applications listed in Exhibit A hereto, (ii) all patents or patent applications to which any of the foregoing directly or indirectly claim priority, and (iii) all patents or patent applications for which any of the foregoing directly or indirectly forms a basis for priority, (iv) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisionals of such patents and applications, (v) international patents, patent applications and counterparts to any of the foregoing, including certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, and (vi) any of the foregoing in (ii)-(v) whether or not expressly listed in Exhibit A and whether or not abandoned, rejected, or the like.

(c) Assignment of Additional Rights. As of the Effective Date, Seller hereby also sells, transfers, assigns and conveys to Buyer all right, title and interest in and to the following:

(i) inventions, invention disclosures, and discoveries described in any of the Patents to the extent that any such inventions, invention disclosures, and discoveries (a) are included in any claim in the Patents, (b) are subject matter capable of being claimed in any reissue or reexamination proceedings brought on any of the Patents and/or (c) could have been and/or could be claimed in any continuations, continuations in part, continuing prosecution applications, requests for continuing examinations and/or divisionals of the Patents;

(ii) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the Patents and the inventions, invention disclosures, and discoveries therein;

(iii) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights under or on account of any of the Patents, including, without limitation, all rights under the Patents and/or under or on account of any of the Patents and any of the foregoing to (a) damages, (b) injunctive relief, and (c) any other remedies of any kind for past, current and future infringement; and

(iv) rights to collect royalties or other payments under or on account of any of the Patents and/or any of the foregoing.

For purposes of this Agreement, "Assigned Patent Rights" shall mean the Patents and all additional rights set forth in this Section 1(c).

(d) Prosecution of Assigned Patent Rights. As of the Effective Date, each of the Patents and the Assigned Patent Rights shall be fully owned by Buyer and Buyer shall take over all the handling and prosecution of the Assigned Patent Rights including payment of maintenance fees and other charges.

## 2. THE LIABILITIES ASSUMED BY BUYER

Buyer hereby agrees to assume only those liabilities and obligations of Seller (if any) listed on Exhibit B attached hereto (the "Assumed Liabilities"). Buyer shall not assume any liabilities of Seller not specifically set forth on Exhibit B and shall not, without limitation, assume any liabilities of Seller related to the Seller's conducting the Business or use of the Assets prior to the Effective Date.

## 3. REPRESENTATIONS OF BOTH PARTIES

(a) All corporate action on the part of the Seller, its officers, managers and/or members necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations of the Seller hereunder has been taken or will be taken prior to the Effective Date.

(b) All corporate action on the part of the Buyer, its officers, managers and/or members necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations of the Buyer hereunder has been taken or will be taken prior to the Effective Date.

#### 4. REPRESENTATIONS OF THE SELLER

Seller represents and warrants to Buyer that as of the Effective Date:

(a) Seller is the sole owner of all rights, title and interest to the Assigned Patent Rights, including without limitation, all right, title, and interest to sue for infringement of the Patents. Seller has obtained and properly recorded previously executed assignments for the Assigned Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Assigned Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Assigned Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Assigned Patent Rights.

(b) Seller is a California subchapter S corporation. Seller has full power and authority, and has obtained all necessary third party consents, approvals, and/or other authorizations, to (i) enter into, execute, and deliver this Agreement and (ii) to perform fully its obligations hereunder, including without limitation, the assignment of the Assigned Patent Rights to Buyer.

(c) Buyer is not subject to any covenant not to sue or similar restriction or similar restrictions on its enforcement or enjoyment of the Assigned Patent Rights resulted from Seller's any prior transaction related to the Assigned Patent Rights.

(d) No Prior Granted Licenses (as defined below) under the Patents, or interest or rights in any of the Assigned Patent Rights exists. There is no obligation imposed by a standards-setting organization to license any of the Patents on particular terms or conditions. For purposes of this Agreement, "Prior Granted Licenses" shall mean the licenses that were granted under the Patents or interest or rights in any of the Assigned Patent Rights granted by Seller prior to the Effective Date.

(e) Seller has not put a third party on notice of actual or potential infringement of any of the Patents. Seller has not initiated any enforcement action with respect to any of the Patents, or invited any third party to enter into a license under any of the Patents.

(f) Seller is not aware of any claim of infringement of any third party intellectual property rights arising from practice of the Patents or use of the inventions, technology or ideas described therein, nor has Seller received any notice that use of the Patents may infringe upon or breach and third party's intellectual property rights.

(g) Seller or prior owners or its agents or representatives have not engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of

the Patents or hinder their enforcement, including, without limitation, misrepresenting Seller's patent rights to a standard-setting organization.

(h) None of the Patents has been or is currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding, and no such proceedings are pending or threatened. All maintenance fees, annuities, and the like due on the Patents have been timely paid.

(i) None of the Patents, other than those abandoned assets for which associated fees and/or annuities were not been paid, has ever been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Seller does not know of and has not received any notice or information of any kind from any source suggesting that the Patents may be invalid or unenforceable, except for official communications from patent offices as part of normal prosecution of the Patents.

## 5. CONSIDERATION

Upon the terms and subject to the conditions contained in this Agreement, in consideration for the Assets and in full payment therefor (i) Buyer will pay to Seller, or cause to be paid to Seller, \$100 in cash, payable to Seller at the Effective Date and (ii) Buyer will assume all the Assumed Liabilities (together, the "Consideration").

## 6. TAXES

(a) Each party will bear their own taxes, duties, levies and similar charges (and any related interest and penalties), however designated, imposed as a result of the existence or operation of this Agreement.

(b) Notwithstanding the foregoing, Buyer shall pay any sales, use or similar type transaction taxes imposed as a result of this transaction which Seller is required to pay to or collect on behalf of any governmental authority unless Buyer shall have furnished Seller a valid exemption certificate. Seller and Buyer agree to cooperate to minimize any sales, use and other transfer taxes and fees incurred in connection with the assignment, conveyance, transfer and/or delivery of the Assets hereunder.

## 7. CONTINUED COOPERATION, FURTHER ASSURANCES, NATURE OF SALE AND BINDING EFFECT

(a) Seller further agrees to cooperate in any reasonable fashion in effectuating the transfer of possession of all Assets to Buyer. Without limiting the foregoing, at the reasonable request of Buyer, Seller shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers, and using commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Buyer the benefit of the transactions contemplated hereby. Seller shall continue to prosecute, maintain, and defend the Patents at its expense until the Effective Date.

(b) From time to time, whether before, at or following the date of transfer, each party shall, and shall cause its respective affiliates to execute, acknowledge and deliver all such further conveyances, consents, notices, assumptions, releases and such other instruments, and shall take such further actions, as may be necessary or appropriate to assure fully to the other party and its successors and assigns, all of their respective rights hereunder.

(c) Any individual, partnership, corporation, or other entity may rely without further inquiry upon the powers and rights herein granted to either party hereunder and upon any notarization, certification, verification, affidavit, or attestation by any notary public of any state relating to the authorization, execution, and delivery of this Agreement or to the authenticity of any copy, conformed or otherwise, hereof.

(d) THE ASSETS AND LIABILITIES IDENTIFIED HEREIN ARE PROVIDED "AS IS", "WHERE IS", AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN SELLER MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(e) This Agreement shall be binding upon Seller and Buyer and their respective successors and assigns.

#### 8. SEVERABILITY OF TERMS

The provisions of this Agreement are severable, and, in the event that any one or more provisions are deemed illegal or unenforceable, the remaining provisions shall remain in full force and effect unless the deletion of such provision shall cause this Agreement to become materially adverse to either party, in which event the parties shall use reasonable best efforts to arrive at an accommodation that best preserves for the parties the benefits and obligations of the offending provision.

#### 9. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of Delaware without regard to its principles of conflicts of law.

#### 10. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### 11. AMENDMENT AND WAIVER

This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by each of the parties hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be

deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein, and in any documents delivered or to be delivered pursuant to this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12. ENTIRE AGREEMENT

The terms and conditions of this Agreement constitute the entire agreement as between Seller and Buyer with respect to the subject matter hereof.

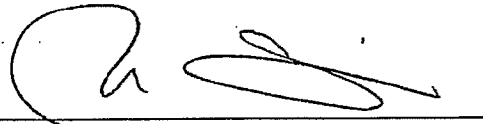
*[Signature Page Follows]*



IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be signed by their respective duly authorized officers, and are so bound by such execution.

**SELLER**

**MICROPOWER APPLIANCE INC.**

By 

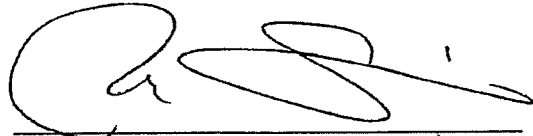
Name: Jon Siann

Title: President & CEO

Date: August 12, 2008

**BUYER**

**MICROPOWER TECHNOLOGIES, INC.**

By: 

Name: Jon Siann

Title: President & CEO

Date: August 12, 2008

## Exhibit A

### Assets

All technology, know-how, information and intellectual property related to the Business, including, without limitation, all copyrights, patent rights, trade secret rights, software, websites, methods, business plans, investor presentations and domain names related thereto.

Without limiting the foregoing, such rights include the following:

#### (1) Patent Applications:

FR Docket	Area of Law	Appln Status	Title	Cntry	Sub-Type	App Type	Date Filed	Appln No
21884-001001	PAT-Counseling							
21884-002P01	PAT-Prosecution (US)	Expired	Wireless Network Camera Systems	United States	New	Provisional	11/20/06	60/866,587
21884-002P02	PAT-Prosecution (US)	Pending	Wireless Network Camera Systems	United States	Other	Provisional	3/21/07	60/896,158
21884-002WO1	PAT-Prosecution (Foreign)	Pending	Wireless Network Camera Systems	WIPO	Country Equivalent	Utility	11/20/07	PCT/US2007/085308
21884-003P01	PAT-Prosecution (US)	Pending	Video Delivery Systems Using Wireless Network Cameras	United States	New	Provisional	1/24/08	61/023,369

(2) Domain Names: [www.micropowerapp.com](http://www.micropowerapp.com), [www.micropowerappliance.com](http://www.micropowerappliance.com) and [www.micropowertech-inc.com](http://www.micropowertech-inc.com)

**Exhibit B**

**Assumed Liabilities**

Legal costs incurred in transferring the patents and/or patent applications, and past costs for prosecuting such patents and patent applications, not to exceed \$10,000 in the aggregate.