PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT
NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

<table>
<thead>
<tr>
<th>Name</th>
<th>Execution Date</th>
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<tbody>
<tr>
<td>Richard W. Heiniger</td>
<td>06/24/2010</td>
</tr>
<tr>
<td>John A. McClure</td>
<td>06/23/2010</td>
</tr>
</tbody>
</table>

RECEIVING PARTY DATA

Name: Hemisphere GPS LLC
Street Address: 4110 - 9th St. S.E.
City: Calgary, AB
State/Country: CANADA
Postal Code: T2G 3C4

PROPERTY NUMBERS Total: 1

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Number</th>
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<tbody>
<tr>
<td>Application Number</td>
<td>12750429</td>
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CORRESPONDENCE DATA

Fax Number: (816)502-7898
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 816-268-8950
Email: uspto@midwestip.com
Correspondent Name: Law Office of Mark Brown, LLC
Address Line 1: 4700 Belleview, Suite 210
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER: 3553.1 HGPS

NAME OF SUBMITTER: Mark Brown

Total Attachments: 3
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ASSIGNMENT AGREEMENT

On the date shown below, and for good and valuable consideration the receipt of which is hereby acknowledged, RICHARD W. HEINIGER, an individual and United States citizen, and JOHN A. MCCLURE, an individual and Canadian citizen, ("Assignors") made the following assignment and promises to HEMISPHERE GPS LLC, a limited liability company in the State of Delaware, having a principal place of business at 4110 – 9th Street S.E., Calgary, Alberta, Canada T2G 3C4 ("Assignee") in connection with said invention of a new, original, novel and unique ADAPTIVE MACHINE CONTROL SYSTEM AND METHOD ("Invention").

1) We assign, transfer, and convey to Assignee the entire right, title and interest in and to

(a) the Invention;

(b) the application Serial No. 12/750,429, filed March 30, 2010;

(c) the Letters Patent No. 7,689,354, issued March 30, 2010;

(d) all applications for Letters patent; or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention;

(e) all Letters Patent which may be granted for the Invention in any country or countries foreign to the United States; and

(f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.

2) We authorize and request the Commissioner for Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.

3) We agree that, upon the request of the Assignee, we will

(a) execute any all divisional and renewal applications for the Invention or improvements;

(b) execute any supplemental oath relating to the Invention or improvements;

(c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;
(d) cooperate to the best of our ability in connection with any Interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;

(c) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

4) We covenant and warrant that as of the date of this Assignment Agreement, we are the true and lawful owner of the entire right, title, and interest in the Invention, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that we have not executed and will not execute any agreement in conflict with this Assignment Agreement.

5) This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

October 24, 2010

Date

RICHARD W. HEINIGER

STATE OF )

CA ) SS.

COUNTY OF )

Orange )

On this 24 day of June, 2010, before me a Notary Public in and for the above State and County, personally appeared RICHARD W. HEINIGER, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

[Signature]

Notary Public

[Seal]

DN 3593.1 Page 2 of 3
My Commission/Appointment Expires: 11/10/2013

DATE

STATE OF AZ SS.

COUNTY OF MARICOPA

On this 23 day of JUNE, 2010, before me, a Notary Public in and for the above State and County, personally appeared JOHN A. MCCLURE, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

KARIN A. THOMPSON
Notary Public