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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

 Name of conveying party(ies): (List using letters or numbers for multiple parties) Dannie H. King Nicholas A. King Additional name(s) of conveying party(ies) attached? Yes No Nature of conveyance: 	 2. Name and address of receiving party(ies): Name: Songline Mobility, Inc. Internal Address Street Address: : 1919A Estrella De Mar Court City: Carlsbad State: CA ZIP: 92009 Additional name(s) of receiving party(ies) attached? () Yes (X) No
 (X) Assignment () Security Agreement () Merger () Change of Name () Other: Execution Date: (List as in section 1 if multiple signatures) August 18, 2010 March 24, 2010 	 4. US or PCT Application number(s) or US Patent number(s): (X) Patent Application No.: 12/817,073 Filing Date: June 16, 2010 Additional numbers attached? () Yes (X) No
 5. Party to whom correspondence concerning document should be mailed: Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: 	 Total number of applications and patents involved: one
7. Total fee (37 CFR 1.21(h)): \$40.00	8. Deposit account number: 11-1410
(X) Authorized to be charged to deposit account	Please charge this account for any additional fees which may be required, or credit any overpayment to this account.
 9. Statement and signature. To the best of my knowledge and belief, the foregoing is a true copy of the original document. <u>William H. Noon, Ph.D.</u> Name of Person Signing Registration No. 64,731 Total number of pages including cover statements 	
Documents transmitted via Facsimile to be recorded with rec	-
Mail Stop Assignment Director, U.S. Patent a	Recordation Services

Director, U.S. Patent and Trademark Offic P.O. Box 1450 Alexandria, VA 22313-1450 Facsimile Number: (571) 273-0140

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Application No.: 12/817,073 Filing Date: June 16, 2010 Docket Number: SGLNE.001A Page 1 of 2

ASSIGNMENT

WHEREAS, DANNIE H. KING, a United States citizen, mailing address at 1919A Estrella De Mar Court, Carlsbad, California 92009 (individual hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to A MULTI-CONFIGURATION WALKING APPARATUS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, Songline Mobility, Inc., a Delaware Corporation, with its principal place of business at 1919A Estrelia De Mar Court, Carlsbad, California 92009 (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and Interest in and to the Application and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application Nos. 61/187,274, filed June 16, 2009), and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

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hereunt	o set my han	d and	seal th	iis <u>/8</u>	day	of
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	hereunt	Dannie H. King	hereunto set my hand and Dannie H. King ss.	hereunto set my hand and seal the Dannie H. King	Page hereunto set my hand and seal this 18 Dannie H. King } ss. }	Dannie H. King ss.

On <u>S 18 200</u>, before me, <u>Dova M Lansten</u>, notary public, personally appeared Dannie H. King who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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WITNESS my hand and official seal:

[SEAL]

Notary Signature



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PATENT APPLICATION ASSIGNMENT

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This Patent Application Assignment (the "Assignment") is made and effective as of March 24, 2010 ("Effective Date") by and between Nicholas A. King, an individual (the "Assignor") and Songline Mobility, Inc. a Delaware corporation (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor has invented certain new and useful inventions (the "Inventions") and has applied for patents on the Inventions, which applications are listed on <u>Schedule 1</u> attached hereto and made a part hereof (collectively, the "Patent Applications"); and

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in the Inventions and to the Patent Applications; and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in the Inventions and to the Patent Applications and any and all letters patent or similar legal protections, foreign or domestic, to be obtained therefor; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF PATENT APPLICATIONS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all of the Assignor's right, title, and interest in and to the following, throughout the world:

- (a) the Inventions and the Patent Applications described in <u>Schedule 1</u> hereto;
- (b) the patent claims, all rights to prepare derivative works, all goodwill, and other rights to the Inventions and the Patent Applications;
- (c) any and all registrations, corresponding domestic and foreign applications, letters patents, or similar legal protections issuing on such Inventions and any divisions, continuations, continuations-in-part, and reissues of said Patent Applications, and all rights and benefits under any applicable treaty or convention;

Patent Application Assignment

(d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Inventions and Patent Applications including, without limitation, damages and payments for past or future infringements of the any patent that is issued on such Inventions and Patent Applications; and

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(e) all rights to sue for past, present, and future infringements of the Inventions and Patent Applications.

2. CONSIDERATION.

As consideration for the assignment of the Inventions and the Patent Applications and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of one hundred dollars (\$100.00), to be paid within ten (10) days of the Effective Date (the "Consideration").

3. AUTHORIZATION TO DIRECTOR.

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The Assignor hereby authorizes the Director of the United States Patent & Trademark Office to issue any and all patents and registrations that may be granted on the Inventions to the Assignee, as the Assignee of the entire right, title, and interest in and to the same, for the Assignee's sole use and behoof, and for the use and behoof of the Assignee's legal representatives, to the full end of the term for which such patent may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made.

4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest being transferred in and to the Inventions and the Patent Applications;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Invention or Patent Application or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Inventions or Patent Applications;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;

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(f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Inventions purportedly assigned in Section 1.

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The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

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- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignce agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

6. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Inventions, Patent Applications, and/or any associated registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

7. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Inventions and Patent Applications for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request and without further consideration:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Inventions or Patent Applications, reasonably necessary to record the assignment in the United States and throughout the world;
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and

Patent Application Assignment

(c) execute all lawful papers that may be required in connection with the filing, prosecution, and maintenance of said Patent Applications or any other patent applications in the United States for said Inventions, including additional documents that may be required to affirm the rights of the Assignee in and to said Inventions.

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8. NO FURTHER USE OF INVENTIONS.

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After the Effective Date, the Assignor agrees to make no further use of the Inventions or any equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Inventions.

9. INDEMNIFICATION.

In the event that any of the Patent Applications or Inventions infringe on any United States patent of a third party not affiliated with the Assignee, the Assignor shall indemnify the Assignce against such claim; provided that <u>all</u> of the following are true:

- (a) the Assignee promptly gives notice of any such claim to the Assignor;
- (b) the Assignor controls the defense and settlement of such claim;
- (c) the Assignee fully cooperates with the Assignor in connection with its defense and settlement of such claim;
- (d) the Assignee stops all creation, public use, exploitation, importation, distribution, or sales of or relating to the infringing Patent Applications or Inventions, if requested by the Assignor.

If the Assignee is enjoined from further practice or use of any infringing Patent Applications Invention or if the Assignee stops using any of the Inventions pursuant to the Assignor's request (as described in (d) above), the Assignor shall, at its own expense and option:

- (a) obtain the right for the Assignee to continue to use the infringing Invention;
- (b) modify the infringing Invention to eliminate such infringement (if practicable);
- (c) provide substitute non-infringing Invention to the Assignment to this Assignment (if practicable); or

Patent Application Assignment

(d) refund the amount paid under this Assignment for the infringing Inventions to the Assignee, on such terms and conditions as the Parties may thereafter agree.

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The Assignor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Patent Applications or Inventions not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

10. SUCCESSORS AND ASSIGNS.

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All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

11. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

12. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Nicholas A. King c/o Dannie H. King, Ph.D. 1919 A Estrella de Mar Court Carlsbad, CA 92009

If to the Assignee:

Songline Mobility, Inc.

Patent Application Assignment

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1919 A Estrella de Mar Court Carlsbad, CA 92009

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13. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of California. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

14. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

15. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

16. ENTIRE ASSIGNMENT.

This Assignment, together with <u>Schedule 1</u>, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

17. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

Patent Application Assignment

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IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

NICHOLAS A. KING

'n

Approved by: DANNIE H. KING, PH.D.

Parent of Nicholas King

ASSIGNEE

SONGLINE MOBILITY, INC.

By:

Name: Kirk D. Petersen Title: President

Patent Application Assignment

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Application Number	Attorney Docket Number	Title of Invention	Applicant	Application Date
61/187,274	PPS-DK-P-0109	Multi-configuration walking apparatus	Dannie H. King, Ph.D.	6/16/2009

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whether or not in written form related to the foregoing patents, patent applications, including, without limitation, information, inventions, know-how and knowledge regarding inventions, discoveries, techniques, research in progress, trade secrets, systems, Other Know How. Any and all confidential, technical and/or proprietary information and knowledge, whether or not patentable and methods, processes, algorithms, technical data, formulae, drawings, designs, schematics, blueprints, flow charts, models, prototypes, techniques, manufacturing and design information. į