

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Bruce Derrick	03/28/2007
David S. McNab	02/22/2007
Stephen N.D. Larson	02/22/2007
Gerard E. Robidoux	02/22/2007
B. Kent Davidson	03/20/2007
Patrick Y.D. Boutet	03/21/2007
Jean-Sebastien Langlois	03/21/2007
David J. Kalhok	03/27/2007
Scott S. Walker	02/22/2007

RECEIVING PARTY DATA

Name:	SecureAlert, Inc.
Street Address:	150 Civic Center Drive
Internal Address:	Suite 400
City:	Sandy
State/Country:	UTAH
Postal Code:	84070

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12875988

CORRESPONDENCE DATA

Fax Number: (801)328-1707

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 801-533-9800

Email: jbbroadbent@wnlaw.com

Correspondent Name: Jens C. Jenkins

Address Line 1: 60 East South Temple

OP \$40.00 12875988

501282282

PATENT
REEL: 024940 FRAME: 0491

Address Line 2: 1000 Eagle Gate Tower
Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER: 18174.9.1.1

NAME OF SUBMITTER: Jens C. Jenkins

Total Attachments: 14

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Bruce Derrick; David S. McNab; Stephen N. D. Larson; Gerard E. Robidoux; B. Kent Davidson; Patrick Y. D.. Boutet; Jean-Sebastien Langlois; David J. Kalhok; and Scott S. Walker (hereinafter referred to as Assignors), residing at 150 Civic Center Drive, Suite 400, Sandy, Utah 84070;

WHEREAS, Assignors have invented certain new and useful improvements in REMOTE TRACKING AND COMMUNICATION DEVICE, set forth in a Patent application for Letters Patent of the United States, already filed on August 10, 2005 as U.S. application No. 11/202,427; and

WHEREAS, RemoteMDx, Inc. a corporation organized under and pursuant to the laws of Utah having its principal place of business at 150 Civic Center Drive, Suite 400, Sandy, Utah 84070 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

25682740.1

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

Docket No. 66914/P002US/10412570

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 000029053

AND Assignors acknowledge an obligation of assignment of this invention to
Assignee at the time the invention was made.

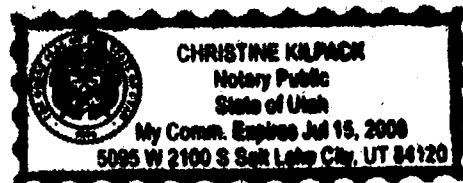
Date: 3-28-07

Bruce Derrick
Bruce Derrick

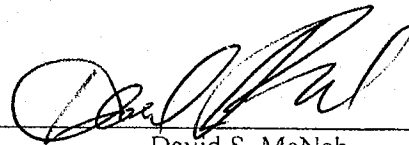
United States of America)
State of Utah) ss.:
County of Salt Lake)

On this 28 day of March, 2007, before me
personally came Bruce Derrick, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Christine Kilpack
Notary Public



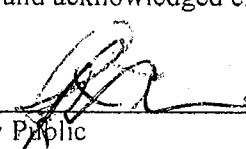
Date: 22 February, 2007



David S. McNab

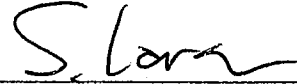
Canada)
Province of ALBERTA) ss.:
City of CALGARY)

On this 22 day of February, 2007, before me
personally came David S. McNab, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

JOHN R. CONNOR
Notary Public

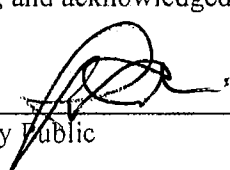
Date: 22 february 2007



Stephen N. D. Larson

Canada)
Province of ALBERTA) ss.:
City of CALGARY)

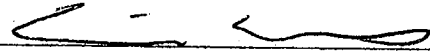
On this 22 day of february, 2007, before me
personally came Stephen N. D. Larson, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.



Notary Public

NOTARY PUBLIC
ALBERTA

Date: 22 February 2007



Gerard E. Robidoux

Canada)
Province of ALBERTA) ss.:
City of CALGARY)

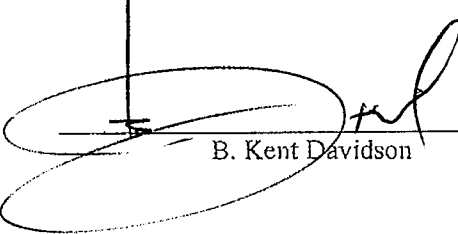
On this 22 day of February, 2007, before me
personally came Gerard E. Robidoux, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.



Notary Public


JOHN R. CONNOR
Notary & Solicitor

Date: MARCH 20/07


B. Kent Davidson

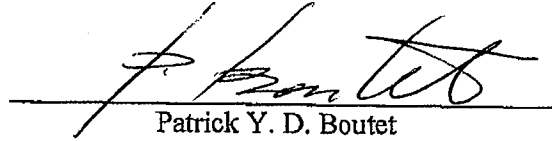
Canada)
Province of ALBERTA) ss.:
City of CALGARY)

On this 20TH day of MARCH, 2007, before me
personally came B. Kent Davidson, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

DAVID J. WEBBER
Barrister & Solicitor
300, 1121 Centre St. N.
Calgary, Alberta T2E 7K6

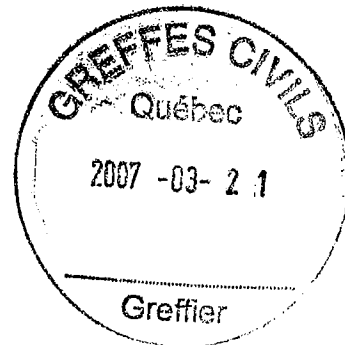
Date: MARCH 21 2007


Patrick Y. D. Boutet

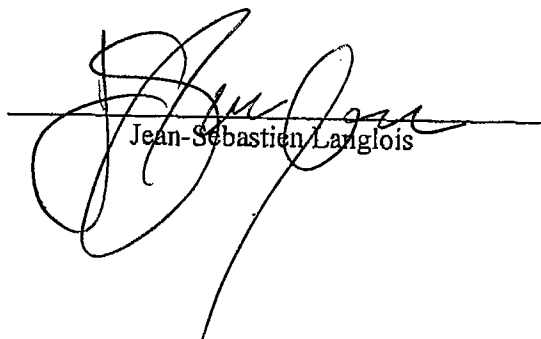
Canada)
Province of QUÉBEC) ss.:
City of QUÉBEC)

On this 21 day of MARCH, 2007, before me
personally came Patrick Y. D. Boutet, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public J P 1660

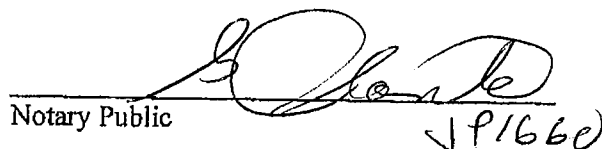


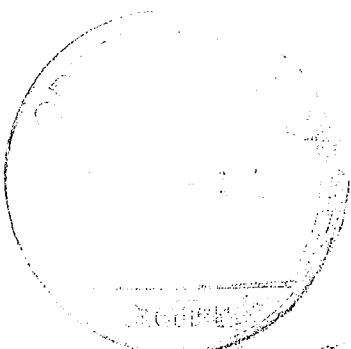
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Jean-Sebastien Langlois

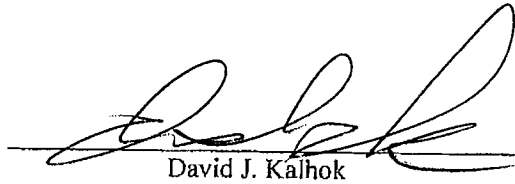
Canada)
Province of QUEBEC) ss.:
City of QUEBEC CITY)

On this 21 day of MARCH, 2007, before me
personally came Jean-Sebastien Langlois, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public JP1660

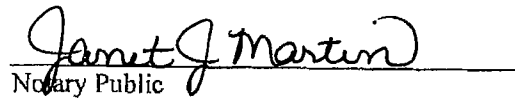


Date: MARCH 27, 2007


David J. Kalhok


~~USA~~
~~Canada~~
~~STATE~~ Province of ILLINOIS) ss.:
City of MARION)

On this 27TH day of MARCH, 2007, before me
personally came David J. Kalhok, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public



Date: 22 february 2007


Scott S. Walker

Canada)
Province of ALBERTA) ss.:
City of CALGARY)

On this 22 day of february, 2007, before me
personally came Scott S. Walker, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

JOHN R. CONDIN
Barrister & Solicitor

EXPEDITE

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
REMOTEMDX, INC.

(Hereafter SecureAlert, Inc.)

Pursuant to and in accordance with the provisions of Section 16-10a-1006 of the Utah Revised Business Corporation Act, as amended, (the "Act"), the undersigned, RemoteMDx, Inc. (the "Corporation") hereby declares and certifies as follows:

1. The name of the Corporation is RemoteMDX, Inc.
2. The text of the amendment to the Articles of Incorporation of the Corporation adopted by Unanimous Written Consent of the Directors of the Corporation is as follows:

"ARTICLE I

CORPORATE NAME

The name of the corporation is SecureAlert, Inc."

3. The amendment specified above does not provide for an exchange, reclassification, or cancellation of issued shares of the Corporation.
4. The amendment specified above was adopted as of August 4, 2008 by Unanimous Written Consent of the Board of Directors of the Corporation and reaffirmed by majority vote of the Board of Directors at a meeting held January 20, 2010, and in accordance with the requirements of the Act and the Bylaws of the Corporation. In addition, as of October 28, 2008, such amendment specified above was approved by the majority of the shareholders of the Corporation entitled to vote on such matters as follows:

DESIGNATION OF STOCK	NO. OF OUTSTANDING SHARES	NO. OF VOTES CAST	VOTES CAST FOR AMENDMENT	VOTES CAST AGAINST AMENDMENT OR ABSTAINING
Common	87,229,775	85,755,022	85,677,576	1,552,199

SLC_528477

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FEB 01 2010
Utah Div. of Corp. & Comm. Code



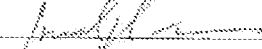
02-01-10P02:12 RCV

DATE: 02/01/2010
RECEIVED NUMBER: 0116238
APPROVAL FEE: \$309.00

Such votes cast were sufficient for approval of the Amendment.

IN WITNESS WHEREOF, this Amendment to the Articles of Incorporation of the Corporation is effective as of the ____/____ day of February, 2010.

REMOTEMDx, Inc.,
a Utah corporation

By 
Name: Chad Ober
Title: CFO

SLC_528177