

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jason Blain Stark	09/07/2010
RECEIVING PARTY DATA	
Name:	Defense Photonics Group, Inc.
Street Address:	126 Corporate Blvd.
Internal Address:	Suite A
City:	South Plainfield
State/Country:	NEW JERSEY
Postal Code:	07080
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12876342
CORRESPONDENCE DATA	
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Address Line 4:	RUMSON, NEW JERSEY 07760
ATTORNEY DOCKET NUMBER:	DPG002
NAME OF SUBMITTER:	Jonathan A. Fallon, Esq.
Total Attachments: 2 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif	

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PATENT
REEL: 024942 FRAME: 0672

ASSIGNMENT OF INVENTION

WHEREAS:

Name and Address of Inventor:

- 1) Jason Blain Stark
4 Sunrise Circle
Holmdel, NJ 07733

(hereinafter "Assignor"), has invented a certain invention entitled (hereinafter "Invention"):

MODULATION - FORWARD ERROR CORRECTION (MFEC) CODES AND METHODS OF CONSTRUCTING AND UTILIZING THE SAME

for which a non-provisional application for a Patent in the United States will be filed at the United States Patent and Trademark Office; and

WHEREAS, Defense Photonics Group, Inc., having its principal office at 126 Corporate Blvd., STE A, South Plainfield, New Jersey 07080 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to the aforementioned patent application (hereinafter "Application"), and the Invention disclosed therein, and in and to all embodiments of the Invention, heretofore conceived, made or discovered by the Assignor, and in and to any and all future patent applications, patents, inventor's certificates and other forms of protection (hereinafter "Patents") thereon filed, registered or granted in any and all countries and groups of countries.

NOW, THEREFORE, in deliberation of good and valuable consideration acknowledged by the Assignor to have been received in full from said Assignee:

1. The Assignor hereby sells, assigns, transfers and conveys to Assignee the full and exclusive right, title and interest (a) in and to the Application and the Invention; (b) in and to all rights to apply for patents covering the Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted, covering the Invention, in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of the Application; and (d) in and to each and every reissue or extension of any of the Patents.

2. The Assignor hereby covenants and agrees to cooperate with the Assignee to enable the Assignee to enjoy to the fullest extent the right, title and interest to the Invention herein conveyed in any and all countries and groups of countries. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the Assignee (a) for perfecting in the Assignee

the right, title and interest herein conveyed; (b) for prosecuting the Application, or related applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering embodiments of the Invention; (d) for filing and prosecuting applications for reissuance of any of the Patents; (e) for interference or other priority proceedings involving the Invention; and (f) for legal proceedings involving the Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by the Assignor in providing such cooperation shall be paid for by the Assignee.

3. The term and covenants of this agreement shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

4. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument to the Assignee on the dates indicated below.

Dated: 7 September, 2010

By: 
Jason Blain Stark, Inventor