

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ronald N. Hilton	09/29/2010
RECEIVING PARTY DATA	
Name:	Proximal Systems Corporation
Street Address:	577 Long Drive Court
City:	Alpine
State/Country:	UTAH
Postal Code:	84004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12204685
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ATTORNEY DOCKET NUMBER:	2525.2.1
NAME OF SUBMITTER:	Brian C. Kunzler
Total Attachments: 3 source=2525.2.1_Assignment#page1.tif source=2525.2.1_Assignment#page2.tif source=2525.2.1_Assignment#page3.tif	

OP \$40.00 12204685

TECHNOLOGY ASSIGNMENT

Ronald N. Hilton (“**Assignor**”) makes this Technology Assignment (this “**Assignment**”) as of May 3, 2010.

WHEREAS, Assignor has made an invention entitled Cross-System Proxy-Based Task Offload Mechanism (the “**Invention**”). Preferred embodiments of Invention are disclosed in a United States provisional patent application serial number 60/975,794 which was filed in the United States Patent and Trademark Office on September 27, 2007 (the “**Application**”).

WHEREAS, Proximal Systems Corporation, a Utah corporation (“**Assignee**”) desires to secure the entire right, title and interest in the Invention and the patent applications filed thereon.

NOW, THEREFORE, for good and valuable consideration paid to Assignor by Assignee, the receipt and sufficiency of which is hereby acknowledged Assignor hereby agrees as follows:

1. Assignor hereby assigns to assignee:

(a) The entire right, title and interest in (i) the Invention, (ii) all developments, modifications, improvements, and derivative works related to, on or of the Invention (“**Improvements**”), (iii) the Application, (iv) all divisions, continuations and continuations-in-part of the Application, or reissues or extensions of letters patent or patents granted thereon, (v) all corresponding patent applications filed in the United States and foreign countries, and (vi) all patents issuing thereon in the United States and foreign countries.

(b) The right to file United States and foreign patent applications on the Invention and any Improvements in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on the Invention to Assignee as the owner of the entire interest, for the sole use and discretion of Assignee, its successors, assigns and legal representatives.

3. Assignor hereby agrees, without further consideration and without expense to Assignor, to sign all lawful papers and to perform all other lawful acts which Assignee may request of Assignor to make this Assignment hereunder fully effective, including, by way of example but not of limitation, the following:

(a) Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on Invention, and all lawful documents requested by Assignee to further the prosecution of any of such patent applications.

(b) Cooperation to the best of Assignor's ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving the Invention.

4. This Assignment shall be binding on all successors, heirs, legal representatives and permitted assigns of Assignor. This Assignment shall be governed by the laws of the state of Utah, without regard to conflict of laws principles. Facsimile and other copies of signatures to this Agreement shall be binding originals. This Assignment may not be amended without the prior written consent of Assignee.

(Signature Page Follows)

This Technology Assignment is made and given as of the date first set forth above.

ASSIGNOR:



Ronald N. Hilton

[Signature Page to Technology Assignment]