

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Eddie Sirhan	07/01/2007
<b>RECEIVING PARTY DATA</b>	
Name:	Vertronix, Inc.
Street Address:	2950 Patrick Henry Dr.
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	7664579
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(925)463-9644
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	925-463-9600
Email:	btaylor@jgpc.com
Correspondent Name:	Robert L. Taylor
Address Line 1:	5890 Stoneridge Dr., Suite 102
Address Line 4:	Pleasanton, CALIFORNIA 94566
ATTORNEY DOCKET NUMBER:	07031
NAME OF SUBMITTER:	Robert L. Taylor
<b>Total Attachments: 10</b> source=Intellectual Prop Assignment Agr w Exh 070701#page1.tif source=Intellectual Prop Assignment Agr w Exh 070701#page2.tif source=Intellectual Prop Assignment Agr w Exh 070701#page3.tif source=Intellectual Prop Assignment Agr w Exh 070701#page4.tif source=Intellectual Prop Assignment Agr w Exh 070701#page5.tif	

OP \$40.00 7664579

**501309757**

**PATENT**  
**REEL: 025084 FRAME: 0155**

source=Intellectual Prop Assignment Agr w Exh 070701#page6.tif  
source=Intellectual Prop Assignment Agr w Exh 070701#page7.tif  
source=Intellectual Prop Assignment Agr w Exh 070701#page8.tif  
source=Intellectual Prop Assignment Agr w Exh 070701#page9.tif  
source=Intellectual Prop Assignment Agr w Exh 070701#page10.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

### AGREEMENT

THIS AGREEMENT (the "Agreement"), effective July 1, 2007 (the "Effective Date") is made by and between VERTRONIX, INC., a California corporation ("Assignee") and Eddie A. Sirhan, ("Assignor").

#### WITNESSETH THAT:

WHEREAS, Assignor is the owner of certain technical information and inventions described in Patents, applications for Letters Patent, patent rights, provisional patents, trade secrets and invented proprietary technology which Assignor wishes to sell, transfer and assign to Assignee; and

WHEREAS, Assignee wishes to obtain all right title and interest in said technical information and inventions described in Patents, applications for Letters Patent, patent rights, provisional patents, trade secrets and invented proprietary technology.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth the parties agree to be legally bound as follows:

#### ARTICLE I-DEFINITIONS

Section 1.01. Terms defined in this article and elsewhere in this Agreement, shall have the same meaning throughout the Agreement. Defined terms may be used in the singular or plural.

Section 1.02. "Patents" shall mean the U.S. and foreign Patent Applications listed in Exhibit A hereto, herein incorporated by this reference, including Provisional Patents and all Letters Patent that may be granted therefore and thereon and all reissues and extensions thereof; and all applications for property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said inventions in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States and foreign applications under the Patent Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

Section 1.03. "Technical Information" shall mean proprietary, confidential information of Assignor including, but not limited to, trade secrets, know-how, formulations, processes, methods, manufacturing procedures and equipment, packaging, storage, raw material, material specifications, patents, patent applications, copyrights, copyright registrations, trademarks, service marks, trademark and service mark registrations directed to the inventions and technology referred to in the Patents.

Section 1.04. "Technology" shall mean the assigned Patents and the Technical Information.

#### ARTICLE II-ASSIGNMENT OF RIGHTS

Section 2.01. Assignor hereby sells, transfers, assigns and sets over unto Assignee and its successors and assigns all of Assignor's rights, title and interest, for all countries, in and to the Technology. Assignor agrees to sign the Assignment documents in the form attached hereto as Exhibit B, and all other documents necessary to the sale, transfer and assignment of the Technology to Assignee.

### ARTICLE III-CONSIDERATION

Section 3.01. Upon the execution and delivery of this Agreement and **Exhibit B** to Assignee, Assignee shall cause to be issued and delivered to Assignor and/or Assignor's nominees One Million Five Hundred Thousand (1,500,000) shares of fully paid, non-assessable common voting stock shall be promptly issued to the Assignor, with title to be held as directed by Assignor:

### ARTICLE IV-CONFIDENTIALITY

#### Section 4.01. Confidentiality.

In consummating this Agreement, it will be necessary for each party to disclose to the other information which the disclosing party considers to be confidential. This information may include any data, information, know-how, business plans, sales and marketing information and results, and other materials, including information which is discovered by or brought to the attention of one party by the other party during or as a result of, directly or indirectly, the performance of the Agreement (hereinafter "Confidential Information").

(a) For purposes of this Agreement, each party hereto is a "Submitter" as to Confidential Information disclosed or provided by it under this Agreement and each is a "Recipient" as to Confidential Information disclosed or provided to it under this Agreement.

(b) Recipient will employ the same degree of care to keep all Confidential Information confidential as it employs with respect to its own information of like importance but at least reasonable care. Without the prior written consent of the Submitter, Recipient will not disclose any Confidential Information to any third party, including its agents and employees, except to those who need to know such Confidential Information to achieve the purpose of this Agreement, each such third party being referred to herein as an "Authorized Party". Recipient and any Authorized Party will use the Confidential Information only for the purposes of this Agreement.

(c) Each Authorized Party to whom any Confidential Information is revealed shall previously have been informed of the confidential nature of the Confidential Information and have agreed to be bound by terms and conditions substantially equivalent to those in this Agreement applicable to Recipient. Recipient shall use its best efforts so that the Confidential Information is not used or disclosed by such Authorized Party except as permitted by this Agreement and Recipient shall be responsible for any breach of this Article IV.

(d) Except to the extent transferred by the terms of this Agreement, all Confidential Information shall remain the property of Submitter. Upon the written request of Submitter (i) all tangible Confidential Information (including all copies thereof and all unused samples), except for Confidential Information consisting of analyses, studies and other documents prepared by or for the benefit of Recipient, shall be promptly returned to Submitter, and (ii) all portions of any documents prepared by or for the benefit of Recipient (including all copies thereof) which are within the definition of Confidential Information shall be destroyed.

(e) The obligations of Recipient as to confidentiality and non-use set forth in this Agreement shall continue for the term of this Agreement, but shall not apply to any portion of the Confidential Information which:

(1) is or becomes public or generally available otherwise than through the act or default of Recipient or any Authorized Party;

(2) is obtained by Recipient from a third party who is lawfully in possession of such Confidential Information and is not subject to an obligation of confidentiality or non-use owed to Submitter;

(3) is previously known to Recipient prior to disclosure to Recipient by Submitter under this Agreement and not obtained directly or indirectly from Submitter;

(4) is independently developed, discovered or arrived at by Recipient without use of the Confidential Information.

(5) is disclosed by Recipient pursuant to a requirement of law, provided that Recipient has complied with the provisions set forth in Subsection 4.01(g);

(6) is the subject of a written permission to disclose provided by the Submitter; or

(7) is disclosed to governmental or other regulatory agencies in order to gain approval to conduct clinical trials or to market Product, but such disclosure may be only to the extent reasonably necessary to obtain authorizations and shall be made in accordance with the Recipient's normal business practices as consistently applied to other products and, to the extent possible, the Recipient will request that such governmental or other regulatory agencies treat such information as confidential.

(f) The parties agree that the terms of this Agreement will be considered Confidential Information of both parties. Notwithstanding the foregoing, either party shall have the further right to disclose the material financial terms of the Agreement to any potential acquirer, merger partner or significant investor, provided, however, that in connection with any such disclosure, the party disclosing such information shall use reasonable efforts to secure confidential treatment of such information. However, either party shall be permitted to disclose the existence and contents of this Agreement as part of a filing with the United States Securities and Exchange Commission, but shall endeavor to obtain confidential treatment for the financial and business terms. Notwithstanding the foregoing, either party shall have the right to disclose the material financial terms of the Agreement to any potential acquirer, merger partner or significant investor, *provided, however*, that in connection with any such disclosure, the party disclosing such information shall use reasonable efforts to secure confidential treatment of such information.

(g) Upon receipt by Recipient of an order or legal request for Confidential Information, Recipient will give Submitter prompt notice of such fact so that Submitter may obtain a protective order or other appropriate remedy concerning any such disclosure and/or waive compliance with the non-disclosure provisions of this Agreement. Recipient will fully cooperate with Submitter in connection with Submitter's efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure or Submitter waives such compliance, Recipient will make such disclosure only to the extent that such disclosure is legally required.

## ARTICLE V -REPRESENTATIONS AND WARRANTIES

### Section 5.01. Mutual Representations and Warranties.

Each party hereby represents and warrants that:

(a) Legal Power. Each party which is a legal entity is duly organized and validly existing under the laws of the jurisdiction of its organization and has full legal power and authority to enter into this Agreement.

(b) Due Authorization. Every party which is a legal entity is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Binding Agreement. This Agreement is a legal and valid obligation binding upon it and is enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having authority over it.

### Section 5.02. Assignor's Representations and Warranties.

(a) Assignor hereby represents and warrants to Assignee that as of the date of this Agreement, the Technology is lawfully owned solely by Assignor.

(b) Assignor represents and warrants that Assignor is free, able and fully entitled to grant Assignee all the rights, privileges and considerations set forth in this Agreement.

## ARTICLE VI-MISCELLANEOUS PROVISIONS

Section 6.01. Entire Understanding. This Agreement sets forth the entire understanding between the parties pertaining to its subject matter and supersedes and replaces all prior oral or written agreements, if any, between Assignor and Assignee pertaining to such subject matter.

Section 6.02. Amendment. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by both parties.

Section 6.03. Assignment. The parties agree and understand that Assignor enters into this Agreement based upon Assignor's personal knowledge of Assignee.

Section 6.04. Waiver. No provision of this Agreement shall be waived by any act, omission or knowledge of a party or its agents or employees, except by an instrument in writing expressly waiving such provision and signed by the waiving party.

Section 6.05. Resolution of Disputes. The parties agree that, in the event a dispute arises between them, they will attempt, in good faith, to resolve such dispute through mutual negotiations, which negotiations shall be conducted in an amicable and equitable manner. However, if any dispute cannot be so resolved after a reasonable period of time, the parties agree that the matter shall be submitted to and decided by binding arbitration to be held in Alameda County, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Either party may apply to the American Arbitration Association to institute the arbitration proceedings. The fees and expenses of the arbitrators shall be shared equally by both parties, unless otherwise reallocated by the arbitrator in any arbitration award.

Section 6.06. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California and the California courts, without regard to conflict of laws.

Section 6.07. Consent to Jurisdiction. The parties hereby consent to the exercise of jurisdiction over them by any state or federal court in the State of California in any action or proceeding asserted by any of the parties arising out of or relating to this Agreement.

Section 6.08. Construction. The captions appearing in this Agreement are for reference purposes only and shall not be considered for the purposes of interpreting or construing this Agreement. The plural shall be substituted for the singular in any place in which the context may require such substitution.

Section 6.09. Invalidity of Particular Provisions. If any provision of this Agreement is invalid or unenforceable by reason of any rule of law, administrative order or judicial decision, all other provisions of this Agreement shall remain in full force and effect.

Section 6.10. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the parties, and their heirs or assigns.

Section 6.11. Effectuating this Agreement. The parties will execute such further documents as may be reasonably requested by the other to effectuate the intent of this Agreement at the cost of the requesting party.

Section 6.12. Severability. If any part, term or provision of this Agreement, or any document required to be executed in connection with this Agreement, should be declared invalid, void or unenforceable in a court of competent jurisdiction, all remaining parts, terms and provisions and all remaining documents executed in connection herewith shall remain in full force and effect and shall not be invalidated, impaired or affected.

Section 6.13. Advice of Counsel. Both parties acknowledge that they have reviewed this Agreement with counsel of their choice and/or have been given the opportunity to do so and that they have read and understand the contents herein.

Section 6.14. Authority to Sign. Each party represents that the individual signing this Agreement on its behalf has the authority to bind the party.

Section 6.15. Notices. Any notice or report required or permitted hereunder shall be given in writing by personal delivery or by registered or certified mail, return receipt requested, postage prepaid, and, if sent by mail, shall be effective upon delivery to the following addresses:

Assignee  
President  
VERTRONIX, INC.  
47800 Westinghouse Drive  
Fremont, CA 94539-7469

Assignor  
Eddie A. Sirhan  
36133 Silverado Place  
Newark, CA 94560

or such other address as a party may designate by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives on the date first above written.

Assignor



Eddie Sirhan, a natural person

Assignee  
Vertronix, Inc.

By: 

Michael Maslana, President


SPOUSAL CONSENT

The undersigned is the spouse of Eddie A. Sirhan referred to in the attached INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT dated as of July 1 2007 (the "Agreement") with Vertronix, Inc., and acknowledges that she:

1. Has received and reviewed; understands; and approves of the Agreement (including its attachments);
2. Consents to the Agreement, and agrees to be irrevocably bound by its terms to the extent that she now has or may obtain any interest (including any joint or community property interest) in the Technology covered by the Agreement;
3. Hereby appoints her spouse as her attorney-in-fact with respect to any amendment, exercise of any rights, or taking of any action with respect to the Agreement and the Technology that are subject to it; and
4. Understands that \_\_\_\_\_ is relying upon this consent in entering into the Agreement, in acquiring the Technology which is the subject of the Intellectual Property Assignment Agreement, and in not taking further, other, or different steps to protect its interests.

Dated: July 1, 20007

Signed:

  
\_\_\_\_\_  
Spouse of Eddie A. Sirhan

May B. Sirhan

\_\_\_\_\_  
[printed name]



EXHIBIT A



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office  
 Address: COMMISSIONER FOR PATENTS  
 P.O. Box 1450  
 Alexandria, Virginia 22313-1450  
 www.uspto.gov

APPL NO.	FILING OR 371 (c) DATE	ART UNIT	FIL FEE REC'D	ATTY DOCKET NO	DRAWINGS	TOT CLMS	IND CLMS
11/389,829	03/27/2006	2616	500	54680	3	8	2

The Law Offices of Calvin B. Ward  
 Suite 305  
 18 Crow Canyon Court  
 San Ramon, CA 94583

CONFIRMATION NO. 2303

## FILING RECEIPT



\*OC000000018581312\*

Date Mailed: 04/18/2006

Receipt is acknowledged of this regular Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please mail to the Commissioner for Patents P.O. Box 1450 Alexandria Va 22313-1450. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).

## Applicant(s)

Eddie Sirhan, Newark, CA;

## Power of Attorney:

Calvin Ward--30896

## Domestic Priority data as claimed by applicant

## Foreign Applications

If Required, Foreign Filing License Granted: 04/18/2006

The country code and number of your priority application, to be used for filing abroad under the Paris Convention, is **US11/389,829**

Projected Publication Date: 09/27/2007

Non-Publication Request: No

Early Publication Request: No

\*\* SMALL ENTITY \*\*

EXHIBIT B

**ASSIGNMENT OF APPLICATION**


Whereas, I, Eddie Sirhan, of 36133 Silverado Place, Newark, California 94560, hereafter referred to as applicant, have invented certain new and useful improvements in a test interface for diagnosing communications faults in automobiles for which an application for a United States Patent was filed on March 26, 2006, Application Number 11/389,829, and

Whereas, VERTRONIX, INC., a California corporation, of 47800 Westinghouse Drive, Fremont, CA 94539, herein referred to as "assignee" is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of one dollar (\$1.00), the receipt of whereof is acknowledged, and the issuance to me of One Million Five Hundred Thousand (1,500,000) shares of assignee's common voting shares, the receipt of which is acknowledged, and other good and valuable consideration, I, the applicant, by these presents do sell, assign and transfer unto said assignee the full and exclusive right to the said invention in the United States and the entire right, title and interest in and to any and all Patents which may be granted therefore in the United States, I hereby authorize and request the Commissioner of Patents and Trademarks to issue said United States Patent to said assignee, of the entire right, title, and interest in and to the same, for its sole use and benefit; and for the use and benefit of its legal representatives, the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

Executed this 7th day of May, 2008.

At Pleasanton, California.

  
Eddie Sirhan, a natural person

State of California )

County of Alameda ) SS:

Before me personally appeared said Eddie Sirhan

And acknowledged the foregoing instrument to be his free act and deed this 7th day of May, 2008.

Note: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required. See below\*

\*Total of 1 forms are submitted

