

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hans M. Glitsch	09/21/2010
Ajay Shah	09/21/2010
RECEIVING PARTY DATA	
Name:	Spot411 Technologies, Inc.
Street Address:	144 N. Orange Street
City:	Orange
State/Country:	CALIFORNIA
Postal Code:	92866
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12789377
PCT Number:	US1036492
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ATTORNEY DOCKET NUMBER:	SPOT-0001-P01_PWO
NAME OF SUBMITTER:	Robert A. Mazzaresse
Total Attachments: 3 source=SPOT-0001-P01_PWO_101410_Executed Assignment#page1.tif source=SPOT-0001-P01_PWO_101410_Executed Assignment#page2.tif	

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ASSIGNMENT

WHEREAS, each of the undersigned inventor(s) ("Inventor(s)") has developed certain inventions ("Inventions") described in a U.S. Patent Application No. 12/789,377 and international patent application number PCT/US10/36492 (collectively the "Patent Applications"), both filed on May 27, 2010, and both entitled:

AUDIO-BASED SYNCHRONIZATION TO MEDIA

and has full right to convey his or her entire interest, both legal and equitable, in and to the Inventions and Patent Applications free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, Spot411 Technologies, Inc. ("ASSIGNEE"), an entity organized and existing under the laws of the state of Delaware, and having a place of business at 144 N. Orange Street, Orange, CA, 92866, is desirous of acquiring the entire right, title, and interest in and to the Inventions and any and all patents to be obtained therefore;

AND WHEREAS, Spot411 Holdings, LLC, a California limited liability company ("S4H") entered into a Contribution Agreement by and between S4H and the ASSIGNEE dated the 11th day of August, 2010 in which, inter alia, S4H made a capital contribution to the ASSIGNEE of its entire right, title and interest in and to the Patent Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Inventor, each Inventor hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, his or her entire right, title and interest in and to the Inventions and Patent Applications, and all applications resulting therefrom, including any and all conversions, divisions, continuations, continuations-in-part, substitute applications, and reissues or extensions thereof; and all resulting patents in any jurisdiction worldwide; along with all rights to sue for past infringement.

AND all of the parties hereto endorse and acknowledge any previous assignment of the Inventions by agreement or operation of law from the Inventors to S4H necessary to give effect to the Contribution Agreement and/or to otherwise transfer the entire right, title, and interest in the Inventions and Patent Applications to the ASSIGNEE;

AND each Inventor hereby authorizes and requests the issuing authority to issue any and all patents issuing from any of the forgoing to the ASSIGNEE or its successors and assigns.

AND each Inventor agrees that ASSIGNEE's counsel, Strategic Patents, P.C. having Patent Office Customer Number 43520, shall hereinafter act on behalf of the ASSIGNEE with respect to the Inventions.

AND, each Inventor further agrees, without any further payment or compensation by the ASSIGNEE or its successors and assigns, to communicate to the ASSIGNEE, its representatives or agents or its successors and assigns, any facts relating to the Inventions including evidence for interference purposes or for other legal proceedings whenever requested; to testify in any interference or other legal proceedings, whenever requested; to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and to generally do everything possible to aid the ASSIGNEE, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for the Inventions in this or any foreign country.

The Inventor(s) hereby authorize(s) the attorneys and agents associated with Patent Office Customer Number 43520 to insert hereon any further information necessary or desirable for recordation of this document.

AGREED BY THE INVENTORS

Hans M. Glitsch
Hans M. Glitsch

9/21/2010
Date

Ajay Shah

Date

ACCEPTED

Spot411 Technologies, Inc.
Ajay Shah
Chief Executive Officer

Date

Spot411 Holdings, LLC
Ajay Shah
Chief Executive Officer

Date

AND, each Inventor further agrees, without any further payment or compensation by the ASSIGNEE or its successors and assigns, to communicate to the ASSIGNEE, its representatives or agents or its successors and assigns, any facts relating to the Inventions including evidence for interference purposes or for other legal proceedings whenever requested; to testify in any interference or other legal proceedings, whenever requested; to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and to generally do everything possible to aid the ASSIGNEE, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for the Inventions in this or any foreign country.

The Inventor(s) hereby authorize(s) the attorneys and agents associated with Patent Office Customer Number 43520 to insert hereon any further information necessary or desirable for recordation of this document.

AGREED BY THE INVENTORSHans M. GlitschDate9/21/2010

Ajay Shah

Date**ACCEPTED**9/21/2010

Spot411 Technologies, Inc.

Date

Ajay Shah

Chief Executive Officer

9/21/2010

Spot411 Holdings, LLC

Date

Ajay Shah

Chief Executive Officer