

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Mr. Ronald M. Goldberg</td> <td>09/28/2010</td> </tr> <tr> <td>Mr. Joseph Goldberg</td> <td>09/28/2010</td> </tr> </tbody> </table>		Name	Execution Date	Mr. Ronald M. Goldberg	09/28/2010	Mr. Joseph Goldberg	09/28/2010				
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RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Kineticane, LLC</td> </tr> <tr> <td>Street Address:</td> <td>8909 Riverside Place #2</td> </tr> <tr> <td>City:</td> <td>North Bergen</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07047</td> </tr> </table>		Name:	Kineticane, LLC	Street Address:	8909 Riverside Place #2	City:	North Bergen	State/Country:	NEW JERSEY	Postal Code:	07047
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CORRESPONDENCE DATA											
<p>Fax Number: (866)936-4542</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 952-935-4392</p> <p>Email: dustin@dufault-law.com</p> <p>Correspondent Name: Dustin R. DuFault</p> <p>Address Line 1: PO Box 1219</p> <p>Address Line 4: Minnetonka, MINNESOTA 55345</p>											
ATTORNEY DOCKET NUMBER:	KINETIC.12-01										
NAME OF SUBMITTER:	Dustin R. DuFault										
<p>Total Attachments: 5</p> <p>source=AssignmentEXECUTED#page1.tif</p> <p>source=AssignmentEXECUTED#page2.tif</p> <p>source=AssignmentEXECUTED#page3.tif</p>											

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PATENT ASSIGNMENT

This Patent Assignment (this "**Assignment**") is entered into by and between Ronald M. Goldberg, an individual resident of New Jersey and Joseph Goldberg, an individual resident of Connecticut (collectively the "**Assignors**") and Kineticane, LLC, a Delaware limited liability company ("**Assignee**"). Each Assignor and Assignee are each a "**Party**" and collectively the "**Parties**"

WHEREAS, the Assignors have invented certain new and useful improvements as described in provisional application 61/246,776 entitled WALKING CANE, filed on 29 September 2009 (the "**776 provisional**"), and a non-provisional application of the same title for Letters Patent of the United States, the non-provisional application having been executed on even date herewith, and/or being identifiable in the United States Patent and Trademark Office by Application No. 12/893,951, filed SEPTEMBER, 29, 2010, and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the invention, the aforementioned applications, and any and all Letters Patent or similar legal protection, foreign or domestic, to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignors do hereby sell, assign, transfer and convey to Assignee and its successors, assigns and nominees forever, without any restrictions, reservations or limitations, any and all of Assignors' entire right, title and interest in and to the aforementioned patent applications, including without limitation:

- a. All inventions that are disclosed in the '776 provisional;
- b. All inventions that are disclosed in the non-provisional application;
- c. Any reissue applications related to the non-provisional application which may be later filed in the United States;
- d. All rights, priorities and privileges of Assignors provided under the laws of the United States;
- e. To apply for Letters Patent or similar legal protection, in its own name if desired, in any and all foreign countries, including on any continuing applications;
- f. All rights to sue at law or in equity for any infringement, impairment or other unauthorized use or conduct in derogation of the foregoing rights, including the right to receive all proceeds and damages therefrom; and

g. Any and all rights to obtain re-examinations, extensions or other legal protections pertaining to the foregoing rights (the rights in Section 1, collectively the **"Assigned Rights"**).

2. Assignors authorize the Assignee, its successors and assigns, to insert in this instrument the filing date and application number of the non-provisional application when ascertained.

3. Assignors and Assignee hereby agree that this Assignment supersedes, governs and controls with respect to any prior assignment, to the extent any exist, and any rights associated therewith or appurtenant thereto, which are conveyed to Assignee.

4. Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that Assignors are the sole and lawful owner of the entire right, title and interest in and to the Assigned Rights, and that the same is unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

5. Assignee, and its successors and assigns, shall have the right to hold the Assigned Rights for and during the existence of the term and life of such Assigned Rights, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Notwithstanding the foregoing, Assignee may elect, in its sole discretion, whether or not to pay any maintenance fees due in connection with the Assigned Rights and, if it elects to pay maintenance fees, it has the sole obligation to make such payments.

6. The Parties agree that if any term or provision of this Assignment is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, then such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Assignment, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Assignment. If any provision or part thereof of this Assignment is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

7. This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party and received by the other Party.

8. This Assignment may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Assignment shall be binding unless it is in writing and signed by all Parties.

9. Assignor requests the Commissioner of Patent and Trademarks to assign the non-provisional patent application to Assignee, as the Assignee of the non-provisional patent application and any Letters Patent to be issued thereon, for the sole use and benefit of the Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, Assignor Ronald M. Goldberg has executed this Patent Assignment on this 28th day of September, 2010.

ASSIGNOR:

RONALD M. GOLDBERG

By: 


Name: Ronald M. Goldberg

Place of Execution: New York, NY

STATE OF New York §
COUNTY OF New York §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Ronald M. Goldberg, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this 28th day of September, 2010.



Notary Public in and for the State of New York

My Commission Expires:

(Seal)

Raymond Fung
Notary Public State of New York
No. 01FU6187447
Qualified in New York County
Commission Expires May 19, 2012

IN WITNESS WHEREOF, Assignor Joseph Goldberg has executed this Patent Assignment on this 28th day of September, 2010.

ASSIGNOR:

JOSEPH GOLDBERG

By:

Name: Joseph Goldberg

Place of Execution:

Stratford CT.

STATE OF Connecticut §
COUNTY OF Fairfield § Stratford

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Ronald M. Goldberg, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this 28th day of September, 2010.

[Signature]
Notary Public in and for the State of Connecticut
My Commission Expires:

(Seal)

[Faint, illegible text]

28th **ACKNOWLEDGED AND ACCEPTED** this Patent Assignment from Assignors on this
28 day of September, 2010.

ASSIGNEE:

KINETICANE, LLC

By: 

Name: Ronald M. Goldberg

Title: Chief Executive Officer

Place of Execution: North Bergen, NJ