

11-15-2010



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To the Director of the U S Patent and Trademark Office

Documents or the new address(es) below

1. Name of conveying party(ies)

Matthew Soper
Craig Fitzpatrick

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: RGB Systems, Inc.

Internal Address: _____

Street Address: 1230 South Lewis Street

City: Anaheim

State: California

Country: USA Zip: 92805

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 8, 2010 (Respectively)

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

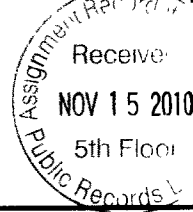
This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

12/795,611

Additional numbers attached? Yes No



5. Name and address to whom correspondence concerning document should be mailed:

Name: THE HECKER LAW GROUP, PLC

Internal Address: Suite 2300

Street Address: 1925 Century Park East

City: Los Angeles

State: California Zip: _____

Phone Number: 310-286-0377

Fax Number: 310-286-0488

Email Address: ghecker@hh.com

6. Total number of applications and patents involved: One

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

James M. Slominski, Esq.
Name of Person Signing

November 9, 2010
Date

Total number of pages including cover sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450 74200 1021

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned inventors, Matthew Soper and Craig Fitzpatrick:

Hereby sell, assign, and transfer to RGB SYSTEMS, INC., a corporation of California, having a principal place of business at: 1230 South Lewis Street, Anaheim, California 92805, United States of America ("Assignee"), its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries for the invention, including in and to any and all improvements thereto, which are disclosed in the application for United States Letters Patent

which has been executed by the undersigned concurrently herewith,

which was filed JUNE 7, 2010 and assigned Serial No. 12/795,611

and is entitled: CABLE RETRACTOR

and in and to said application and all intellectual property associated therewith and any embodiments thereof, including, without limitation, any and all inventions, trade secrets, copyrights (including copyrights to any and all computer software related to said application or any of said embodiments) and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries, including on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives;

Acknowledge that all copyrightable works, including computer software, developed in connection with said invention; constitute works-for-hire all rights to which we hereby assign to Assignee, including rights to any compilations and derivative works thereof;

ASSIGNMENT

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PATENT
REEL: 025306 FRAME: 0487

Covenant and agree that we will communicate to Assignee any facts known to us respecting said improvements and other intellectual property, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper legal protection for said improvements and other intellectual property in all countries;

Authorize the Assignee to act as our attorney-in-fact and to sign any and all documentations for the United States or in any foreign country or jurisdiction which are necessary to ensure the compliance with this Assignment; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: September 8, 2010

Matthew Soper
Inventor : Matthew Soper

Wake County)
North Carolina) ss.

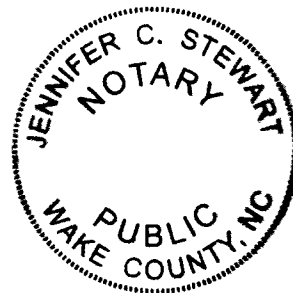
On this 8th day of September 2010, before me, Jennifer C. Stewart
the undersigned Notary Public, personally appeared Matthew Soper

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same on his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer C. Stewart
Notary's Signature
My Commission Expires 12-2-2012.



Date: 9/8, 2010

Craig Fitzpatrick
Inventor : Craig Fitzpatrick

Wake County)
North Carolina) SS.

On this 8th day of September, 2010, before me, Jennifer C Stewart
the undersigned Notary Public, personally appeared Craig Fitzpatrick

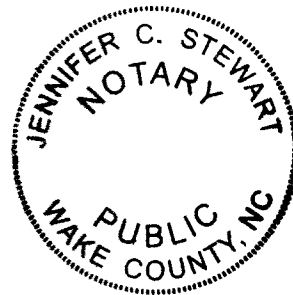
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same on his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jennifer C. Stewart
Notary's Signature

My Commission Expires 12-2-2012.



ASSIGNMENT