

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Frederick Mining Controls, LLC	11/05/2010
RECEIVING PARTY DATA	
Name:	Strata Proximity Systems, LLC
Street Address:	960 Penn Avenue
Internal Address:	Convention Tower, Suite 400
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7420471
Application Number:	11984824
Application Number:	12409809
Application Number:	12491772
Application Number:	12770287
PCT Number:	US0881008
PCT Number:	US0938059
PCT Number:	US0948615
PCT Number:	US1032914
CORRESPONDENCE DATA	
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OP \$360.00 7420471

501376009

PATENT
REEL: 025490 FRAME: 0380

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ATTORNEY DOCKET NUMBER:

S0606.0001

NAME OF SUBMITTER:

Elizabeth Parsons

Total Attachments: 5

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EXECUTION VERSION

PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the "Agreement") is made by and between Frederick Mining Controls, LLC, an Alabama limited liability company (the "Assignor") and Strata Proximity Systems, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used herein have the meanings provided in that certain Asset Purchase and Sale Agreement entered into by and among Assignor, Assignee and solely with respect to Article III and Sections 1.5, 6.4, 7.6, 7.6, 7.7, 7.8, 7.9 Article X and Article XI, the Members in conjunction herewith (the "Purchase Agreement"), unless otherwise defined herein.

WHEREAS, Assignor is the owner of the patents, patent applications, and foreign equivalents thereof listed in Exhibit A hereto (the "Patents"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's entire right, title and interest in and to the Patents, including Assignor's right to sue and collect for past infringement thereof.

NOW THEREFORE, for the Intangible Property Amount, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, and intending to be legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to:

- (i) the Patents;
- (ii) all rights of priority with respect to the foregoing under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention;
- (iii) all utility models and designs, domestic and foreign, which may hereafter be filed corresponding to the Patents;
- (iv) all forms of industrial property protection, including without limitation patents, utility models, inventors' certificates and designs which may be granted on the Patents; and
- (v) all continuations, continuations-in-part, reissues, reexaminations, renewals, patents of addition and extensions of and with respect to the Patents;

the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said Patents are granted, reissued or extended, as fully and entirely as the

same would have been held and enjoyed by Assignor as if this Agreement had not been made, together with all of Assignor's right, title and interest in and to claims for damages by reason of past infringement of said Patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Whenever requested to do so by Assignee or its successors, assigns or other legal representatives, Assignor shall execute and deliver any and all applications, assignments or other instruments which such requesting party shall reasonably deem necessary to more effectively complete the assignment of the Patents referred to herein and to allow Assignee and its successors, assigns or other legal representatives to apply for, protect, obtain, maintain, issue, defend and enforce letters patent of any country or to otherwise protect their respective interests therein. Assignee shall be responsible, at its expense, for the preparation, legalization and recording of any documents and the obtaining of any third party or governmental approvals or consent which may be necessary to effect and record the assignment of the Patents.

[Signatures appear on the following page.]

5th IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed this day of November, 2010.

**FREDERICK MINING CONTROLS,
LLC**

By: Larry D. Frederick
Name: LARRY D. FREDERICK
Title: MANAGER

STATE OF ALABAMA ·
COUNTY OF Madison, ss.:

I HEREBY CERTIFY that on this 5th day of November, 2010, before me, a Notary Public for the State and County aforesaid, personally appeared Larry D. Frederick, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the representative of Frederick Mining Controls, LLC, duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.

Christene M. Buchanan

Notary Public in and for the State of Alabama

My commission expires: 4/20/13

[Signature Page – Patent Assignment Agreement]

EXHIBIT A

US and FOREIGN PATENTS and PATENT APPLICATIONS

TITLE	COUNTRY	APPLICATION NUMBER/DATE	PATENT NUMBER/DATE
Safety System for Mining Equipment	Australia	2005289704 9/26/2005	
Safety System for Mining Equipment	South Africa	2007/02919 9/26/2005	2007/02919 9/25/2008
Safety System for Mining Equipment	United States	11/083,353 3/18/2005	7,420,471 9/2/2008
Proximity Detection System	Australia	2008316786 10/23/2008	
Proximity Detection System	China P.R.	200880113827.6 10/23/2008	
Proximity Detection System	European Patent	08841456.0 10/23/2008	
Proximity Detection System	Patent Cooperation Treaty	PCT/US08/81008 10/23/2008	
Proximity Detection System	South Africa	2008/02673 3/26/2008	
Proximity Detection System	United States	11/984,824 11/21/2007	
Electromagnetic Field Adjustment for Proximity Detection	Australia	2009228472 3/24/2009	
Electromagnetic Field Adjustment for Proximity Detection	European Patent Convention	09725086 3/24/2009	
Electromagnetic Field Adjustment for Proximity Detection	Patent Cooperation Treaty	PCT/US09/38059 3/24/2009	
Electromagnetic Field Adjustment for Proximity Detection	South Africa	2010/06816 3/24/2009	
Electromagnetic Field Adjustment for Proximity Detection	United States	12/409,809 3/24/2009	
Personal Alarm	Patent	PCT/US09/48615	

TITLE	COUNTRY	APPLICATION NUMBER/DATE	PATENT NUMBER/DATE
Device for Cap, Hardhat or Helmet	Cooperation Treaty	6/25/2009	
Personal Alarm Device for Headwear for Proximity Detection	United States	12/491,772 6/25/2009	
Proximity Warning System with Silent Zones	Patent Cooperation Treaty	PCT/US10/32914 4/29/2010	
Proximity Warning System with Silent Zones	United States	12/770,287 4/29/2010	

[Exhibit A – Patent Assignment Agreement]