

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JASMINE CUNNINGHAM	11/12/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FWC TECHNOLOGIES, LLC
<b>Street Address:</b>	23840 Hawthorne Boulevard
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Torrance
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90505
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	4033043
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(310)878-0239
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>ATTORNEY DOCKET NUMBER:</b>	651.001 - FWC-1
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER PAUL CUNNINGHAM
<b>Total Attachments: 2</b> source=1_Assignment -043 Guage#page1.tif source=1_Assignment -043 Guage#page2.tif	

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**PATENT**  
**REEL: 025763 FRAME: 0512**

## ASSIGNMENT OF PATENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made this 12 day of November, 2010, between JASMINE CUNNINGHAM, the declarant successor-in-interest under California Probate Code Sections 13100 et seq. to Frank W. Cunningham ("**Assignor**"), and FWC TECHNOLOGIES, LLC, a California limited liability company ("**Assignee**").

WHEREAS, Assignor has been issued United States Patent No. 4,033,043, Title: Gauge for Measuring Length of Opening, on July 5, 1977 (the "**Patent**"), by the United States Patent and Trademark Office ("**USPTO**");

WHEREAS, Assignor is the record owner of the Patent and the methods described therein;

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the said Patent, together with the goodwill of the business associated therewith, and the registrations and applications therefor, along with that portion of the business to which the Patent pertains;

WHEREAS, it is desired that the assignment of the Patent, and registrations and applications therefor, be made of record in the USPTO and other appropriate patent and trademark offices; and

WHEREAS, in order to effectuate the assignment of the Patent, together with the goodwill associated therewith, including all documentation required by the USPTO as well as any additional assignment or transfer document(s) required by Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns to Assignee all right, title and interest in and to the Patent, together with the goodwill of the business symbolized by the Patent, and any registrations thereof and any applications therefor, along with that portion of the business to which the Patent pertains, and all rights to damages and profits, due or accrued, arising out of past infringements of said Patent, and the right to sue and recover the same.

This instrument shall inure to the benefit of Assignee and Assignor and their successors and assigns and shall be binding upon the Assignor and Assignee and their respective successors and assigns.

Assignor further covenants and agrees that, from time to time after the delivery of this instrument, at Assignee's request and without further consideration, Assignor will do, furnish, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, transfers, assignments, documents and assurances as reasonably may be requested by Assignee (or Assignee's counsel) more effectively to convey to,

transfer to and vest in Assignee all rights, title and interest in and to the Patent assigned hereunder.

This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the Assignor and Assignee or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which any party may otherwise have at law or in equity.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**ASSIGNOR:**

  
JASMINE CUNNINGHAM

**ASSIGNEE:**

FWC TECHNOLOGIES, LLC,  
a California limited liability company,

By: 

Name: Christopher Paul Cunningham  
Title: Manager