

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
SOUTHERN CROSS VENTURES, LLC	03/28/2011
RECEIVING PARTY DATA	
Name:	INFINITY TIMES INFINITY LLC
Street Address:	2062 East Walker Lane
City:	Holladay
State/Country:	UTAH
Postal Code:	84117
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	29342680
Application Number:	29342682
Application Number:	29342684
Application Number:	12622281
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	78126.0001
NAME OF SUBMITTER:	J. Scott Karren
Total Attachments: 3 source=Assignment-Release-InfinityTimesInfinity#page1.tif source=Assignment-Release-InfinityTimesInfinity#page2.tif source=Assignment-Release-InfinityTimesInfinity#page3.tif	

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PATENT ASSIGNMENT AND RELEASE

This Patent Assignment and Release is entered into this 28th day of March, 2011 by Southern Cross Ventures, LLC, a Utah limited liability company located at 2354 Edgemoor Drive, Salt Lake City, Utah 84117 ("Southern Cross"), to Infinity Times Infinity LLC, a Utah limited liability company located at 2062 East Walker Lane, Holladay, Utah 84117 ("Infinity").

A. WHEREAS, Infinity and Southern Cross entered into a Secured Promissory Note and a Security Agreement each executed on or about June 2010, by which Southern Cross loaned to Infinity and its principals an aggregate amount of \$250,000 in principal and \$25,000 in interest (the "Loan");

B. WHEREAS, as security for the Loan, Infinity granted to Southern Cross a security interest in the Released Rights (defined below), which security interest included a June 2010 Patent Assignment (the "Security Assignment")

C. WHEREAS, pursuant to the terms of the Loan, the parties agreed that the aforementioned security interest would terminate and the Released Rights reassigned upon repayment of the Loan in full;

NOW THEREFORE, for good and valuable consideration, the receipt whereof is acknowledged, the parties agree as follows:

1. In accordance with Section 3 of this Patent Assignment and Release, Southern Cross hereby agrees to release its security interest in, and assign and transfer any and all of its right, title, and interest it acquired in, the inventions disclosed and claimed in the following pending United States patent applications (the "Inventions and Patent Applications"):

1.1. SYSTEMS AND METHODS FOR MARKING AND DETECTING AN UNDERGROUND UTILITY, U.S. provisional patent application serial no. 61/165,040, filed March 31, 2009.

1.2. RISER FOR MARKING AND DETECTING A SMALL UNDERGROUND UTILITY, U.S. design patent application serial no. 29/342,680, filed August 28, 2009.

1.3. RISER FOR MARKING AND DETECTING A LARGE UNDERGROUND UTILITY, U.S. design patent application serial no. 29/342,682, filed August 28, 2009.

1.4. EXTENSION FOR MARKING AND DETECTING AN UNDERGROUND UTILITY, U.S. design patent application serial no. 29/342,683, filed August 28, 2009.

1.5. CAP FOR MARKING AND DETECTING AN UNDERGROUND UTILITY, U.S. patent design application serial no. 29/342,684, filed August 28, 2009.

1.6. SYSTEMS AND METHODS FOR MARKING AND DETECTING AN UNDERGROUND UTILITY, U.S. non-provisional patent application serial no. 12/622,281, filed November 19, 2009.

2. Southern Cross hereby affirms that Infinity has repaid the Loan in full and in satisfaction of Infinity's obligations under the Loan and the Security Assignment and, therefore, the afore-mentioned security interest is absolutely terminated.

3. Southern Cross, by these presents, does hereby release in full the entirety of its security interest in the Inventions and Patent Applications, and hereby reassigns and retransfers to Infinity, the full and exclusive right of Southern Cross to the Inventions and Patent Applications in the United States and in all countries foreign to the United States, including all divisions, continuations, and continuations-in-part thereof, the entire right, title and interest of Southern Cross in and to any and all Patents which may be granted therefor, including (a) in any and all applications that claim the benefit of the Patent Applications including non-provisional applications, continuing

(continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and (b) in any and all inventions described in the Patent Applications, and in any and all forms of intellectual and industrial property protection derivable from such Patent Application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patent Applications, including, without limitation, patents, applications, utility models, inventors certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable, all such rights, title and interest to be held and enjoyed by Infinity, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by Southern Cross had this reassignment not been made (collectively and together with the Inventions and Patent Applications, the "Released Rights").

4. Southern Cross represents and warrants that (a) it has not granted any licenses, liens, encumbrances, security interests, title, restrictions, or other rights to the Released Rights to any person or entity; (b) it has the full right to reassign and retransfer to Infinity all rights and interests in the Released Rights that were conveyed to Southern Cross under the Security Assignment; (c) Southern Cross filed the security interest it received for the Loan only with the State of Utah and as set forth in Section 4(d) herein; (d) Southern Cross only registered the Security Assignment with the United States Patent and Trademark Office, and only in connection with the Inventions and Patent Applications listed in Section 1, above, and no other pending or issued patents or patent applications; and (e) the undersigned, W.E. Stringham, has full authority to execute this Patent Assignment and Release on behalf of Southern Cross and such signature is binding on Southern Cross.

5. Southern Cross hereby grants to J. Scott Karren of Holland & Hart, LP, 222 South Main Street, 22nd Floor, Salt Lake City, Utah 84111, power as an agent and attorney in fact of Southern Cross to (a) insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document, and (b) to execute and file any applications, registrations, and other documents and to do all other lawfully permitted acts necessary to effectuate and secure reassignment and release of the Released Rights to Infinity under this Patent Assignment and Release, which applications, registrations and other documents shall have the same legal force and effect as if executed by Southern Cross.

[Signature Page Follows]

