PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMEN	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY D	ATA				
		Name		Execution Date	
Mitch Prust				12/21/2010	
RECEIVING PARTY DA	ΑΤΑ				
Name:	Titanide Ventures, LLC				
Street Address:	911 NW Loop 281, Suite 211-30				
City:	Longview				
State/Country:	TEXAS	EXAS			
Postal Code:	75604				
Property Type			Number		
		Number 35623			
Patent Number: 67149		14908			
CORRESPONDENCE	DATA				
Fax Number:(612)573-6623Correspondence will be sent via US Mail when the fax attempt is unsuccessful.Email:mitch@titanideventures.comCorrespondent Name:Titanide Ventures, LLCAddress Line 1:911 NW Loop 281, Suite 211-30Address Line 4:Longview, TEXAS 75604					
ATTORNEY DOCKET NUMBER:		19454	19454		
NAME OF SUBMITTER:		05/10/2011	05/10/2011		
Total Attachments: 4 source=Patent Assignm source=Patent Assignm source=Patent Assignm source=Patent Assignm	nent to Titanide Ve nent to Titanide Ve	ntures LLC#page2.tif ntures LLC#page3.tif			

ASSIGNMENT

This Assignment, effective as of $\frac{12 \hbar 2 \hbar 2 \hbar 2}{\hbar 2 \hbar 2}$, is executed by **MITCH PRUST**, an individual residing at 326 Spring Street, St. Paul, MN 55102 ("Assignor") in favor of **TITANIDE VENTURES**, LLC, a Texas limited liability company having an office at 911 NW Loop 281, Suite 211-30, Longview, TX 75604 (hereinafter "Assignee").

BACKGROUND

A. Assignor represents and warrants that he is the sole owner of the entire right, title, and interest in and to the inventions and related patents, patent applications and related materials and embodiments thereof, all as listed on **Schedule A** hereto (collectively, the **"Assigned Property"**).

B. Assignee desires to purchase Assignor's entire right, title, and interest in and to the Assigned Property.

ASSIGNMENT

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

1. <u>Assignment Generally</u>. Assignor, by these presents does hereby irrevocably assign, transfer and convey to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to, and under the Assigned Property, including all (a) inventions, (b) patents, (c) patent applications (including all patents that may be granted thereon), (d) all divisions, continuations, reissues, reexaminations, renewals, and extensions of such patents, and (e) all rights of priority under international conventions and applications for letters patent that may hereafter be filed for such inventions, applications and patents in any country or countries. Assignor retains no interest in the Assigned Property.

2. <u>Assignment of Prior Claims</u>. Assignor by these presents does hereby assign, transfer,; and convey to Assignee, its successors, legal representatives and assigns, all claims for damages and all remedies arising out of any violation of the Assigned Property and other rights assigned hereby that may have accrued prior to the date of assignment to Assignee, or may accrue hereafter, including the right to sue for, collect, and retain damages for past, present or future infringements of all or any part of the Assigned Property.

3. <u>Instruction</u>. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country foreign to the United States whose duty it is to issue patents on applications included in the Assigned Property, to issue all letters patent therefor and all letters patent resulting from the applications and the patents included in the Assigned Property, to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

PATENT REEL: 026251 FRAME: 0966 4. <u>Further Assurances</u>. Assignor agrees to execute, deliver and record, without charge to but at the request and expense of Assignee, all additional papers, and take such additional actions, necessary or useful in order to give effect to the assignment of the Assigned Property as set forth in this Assignment and to otherwise carry out in good faith the intent and purpose of this Assignment. Without limiting the foregoing, Assignor will, for all countries, (a) provide to Assignee all facts known to Assignee relating to the Assigned Property and the history thereof and (b) testify in all legal proceedings and generally do everything possible which Assignee, its successors, legal representatives and assigns, shall consider desirable for aiding in securing, maintaining and enforcing the Assigned Property, including proper patent and other protections for the Assigned Property and vesting all title to the Assigned Property in Assignee, its successors, legal representatives and assigns.

5. <u>Title Representation</u>. Assignor represents and warrants to Assignee, its successors, legal representatives and assigns, that, other than this Assignment, Assignor (a) has not made to others any assignment, grant, mortgage, license or other agreement affecting the Assigned Property and (b) has full right to convey the Assigned Property to Assignee as provided herein.

[End of Terms. Signature follows.]

In Witness Whereof, the undersigned has executed this Assignment on the date indicated below, but effective as of the date first written above.

MITCH PRUST Date: 12/21/2010, 2010

2-21-10 COREY R. STICH NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2012 STICH MINNESOTA es Jan. 31, 2012

Schedule A Assigned Property

Patents and Patent Applications (collectively "Patents and Applications"):

- U.S. Patent Number 6,735,623
- U.S. Patent Number 6,952,724
- U.S. Patent Number 6,714,968