

**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>
Larry W Fullerton	04/08/2010
Midsouth Technology, Incorporated	04/08/2010
<b>RECEIVING PARTY DATA</b>	
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<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13208832
<b>CORRESPONDENCE DATA</b>	
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<b>Total Attachments: 4</b> source=Assignment4#page1.tif source=Assignment4#page2.tif source=Assignment4#page3.tif source=Assignment4#page4.tif	

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## ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is entered into this 9<sup>th</sup> day of April, 2010 (the "Effective Date"), by and between CEDAR RIDGE RESEARCH, L.L.C., an Alabama limited liability company ("ASSIGNOR"), and PNQR, LLC, a Delaware limited liability company ("ASSIGNEE").

### WITNESSETH:

WHEREAS, ASSIGNOR exclusively owns all rights, title, and interests throughout the world to Parametric Nuclear Quadrupole Resonance (PNQR) technology, including those embodiments disclosed in United States provisional patent application 60/638,858 filed on December 22, 2004, and allowed United States non-provisional patent application 12/189,172 filed on August 10, 2008, and the United States patent registrations, United States Patent Number 7,170,288 and United States Patent Number 7,411,392 (said systems, devices, methods, and embodiments disclosed in the applications and registrations, and any and all subsequent improvements, all hereafter referred to as the "Invention"); and

WHEREAS, ASSIGNOR desires to sell, assign, and transfer all rights, title, and interests throughout the world to the Invention and Intellectual Property (as further defined below) to ASSIGNEE; and

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interests in and to the Intellectual Property, including without limitation any and all applications for Letters Patent in the United States and in any and all foreign countries.

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

### **1. ASSIGNMENT**

ASSIGNOR hereby irrevocably and exclusively sells, assigns, transfers and sets over absolutely to ASSIGNEE, its successors, and assigns all rights, title, and interests throughout the world in and to (i) the Invention, including any and all patent applications and patents of every country for said Invention, now existing or that may be obtained with respect to the Invention, and all provisionals, divisions, continuations, continuations-in-part, substitutes, renewals, reexamination, reissues, counterparts and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such inventions and/or improvements to said Invention, all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions and/or improvements, and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority rights based on such application or registration with respect to the Invention in the United States; and (ii) any associated intellectual property and proprietary rights in and to any technology, systems, devices and/or methods described in the patents or patent applications for the Invention and/or otherwise related to the PNQR,

and any other intellectual property or proprietary rights related thereto, including but not limited to all copyrights, trade secret rights, rights in research and development techniques, works in progress, works of authorship, processes, code, mask works, inventions, innovations, discoveries, improvements, data, know-how and any other intellectual property or proprietary rights incorporated or embodied in, used to develop, produce or use, or related to any of the foregoing (subsections (i) and (ii) collectively referred to herein as the "**Intellectual Property**"). ASSIGNOR further agrees that the assignment of Intellectual Property includes, without limitation, any and all rights of enforcement with respect to the Intellectual Property, including all rights to sue and recover damages for past, present and future infringement thereof and any and all causes of action related thereto

## **2. REPRESENTATIONS & WARRANTIES**

- A. ASSIGNOR hereby represents and warrants that it has entered into that certain Assignment with Midsouth Technology Incorporated ("Midsouth"), dated February 12, 2007 (the "**Midsouth Agreement**"), under which ASSIGNOR is required to provide certain consideration to Midsouth from net revenues ASSIGNOR receives from the Invention and that such Midsouth Agreement affects the rights to convey, transfer and assign to ASSIGNEE the Intellectual Property and all rights related thereto. Other than the payment obligations under the Midsouth Agreement, ASSIGNOR represents that no assignment, grant, pledge, mortgage, encumbrance license, or other agreement exists that would affect or otherwise encumber the Intellectual Property.
- B. ASSIGNOR represents and warrants that (i) ASSIGNOR is the sole owner of all rights, title and interests in the Intellectual Property; (ii) ASSIGNOR has full power and authority to execute this Assignment; (iii) the Intellectual Property does not infringe, misappropriate or violate the intellectual property rights of any third party; (iv) ASSIGNOR has not improperly used any inventions, technology, confidential or proprietary information or material belonging to any third party; (v) there is no litigation, opposition, cancellation proceeding, objection or claim pending, asserted or threatened in writing against ASSIGNOR concerning the ownership, validity, registrability, enforceability, infringement, misappropriation, violation or use of any Intellectual Property and to the knowledge of ASSIGNOR, no valid basis exists for any such litigation, opposition, cancellation, proceeding, objection or claim; and (vi) to the knowledge of ASSIGNOR, there are no U.S. or foreign patent or patent applications that cover, impede or limit the Inventions and PNQR technology or any part thereof..

## **3. FURTHER ASSURANCES**

ASSIGNOR, when requested and at the expense of the ASSIGNEE, agrees to execute all documents and other papers requested in connection with the Intellectual Property, including without limitation any provisional, divisional, continuation, continuation-in-part substitute, renewal, reexamination reissue, counterpart and all other patent

applications or filings related to the Intellectual Property; execute all rightful oaths, declarations, assignments, powers of attorney, affidavits and other useful papers; communicate to the ASSIGNEE all facts known to the undersigned relating to the Intellectual Property and the history thereof; and generally do everything possible which the ASSIGNEE, its successors, assigns, and nominees, shall consider desirable for vesting title to the Intellectual Property, and for securing, maintaining and enforcing proper patent protection for the Intellectual Property. In the event ASSIGNEE is unable for any reason to secure ASSIGNOR'S signature to any document ASSIGNEE requests ASSIGNOR to execute under this Section 3, ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and ASSIGNEE'S duly designated authorized officers and agents as ASSIGNOR'S agents and attorneys-in-fact to act for and in ASSIGNOR'S behalf and instead of ASSIGNOR to execute such document with the same legal force and effect as if executed by ASSIGNOR.

#### 4. AUTHORIZATION

ASSIGNOR hereby authorizes ASSIGNEE to record this Assignment with the United States Patent and Trademark Office and with any foreign patent agency without any further consent or signature from ASSIGNOR. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or other U.S. or foreign issuing authority to issue any and all United States and foreign patents granted for said Invention and/or improvements to the above-named ASSIGNEE, its successors, and assigns.

#### 5. MISCELLANEOUS

In the event that any provision of this Assignment is found invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this Assignment will remain in full force and effect. In the event of any dispute under this Assignment, this Assignment will be construed and enforced in accordance with the laws of the State of Tennessee, without regard to its conflict of law principles. This Assignment contains the entire agreement between ASSIGNOR and ASSIGNEE concerning the Intellectual Property, and no modifications of this Assignment or waiver of the terms and conditions hereof will be binding upon either party unless approved in writing by each party.

TO BE BINDING on the heirs, assigns, representatives, and successors of the ASSIGNOR and extend to the successors, assigns, and nominees of the ASSIGNEE, the parties have duly caused the execution of this Assignment to be effective as of the Effective Date.

Signature: Mark D. Roberts Date: 4/9/2010  
CEDAR RIDGE RESEARCH, L.L.C.  
By: Mark D. Roberts  
Title: President

STATE OF ALABAMA

COUNTY OF MADISON

BEFORE ME, the undersigned authority, on this 9<sup>th</sup> day of APRIL, 2010, Mark D. Roberts, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

My Commission Expires 11-27-2010



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