### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
FYI-Net, L.P.	10/31/2003

### **RECEIVING PARTY DATA**

Name:	Red Belle Investments, L.P.	
Street Address:	12919 Southwest Freeway, Suite 120	
City:	Stafford	
State/Country:	TEXAS	
Postal Code:	77477	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6039688

#### **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: V. Randall Gard

Total Attachments: 5

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### PATENT AND PATENT APPLICATION ASSIGNMENT

This Patent and Patent Application Assignment (this "<u>Assignment</u>") is entered into by and between FYI-Net, L.P., a Texas limited partnership ("<u>Assignor</u>"), on the one hand, and Red Belle Investments, L.P., a Texas limited partnership ("<u>Assignee</u>"), on the other hand, pursuant to that certain Agreement of Satisfaction and Accommodation, dated October 31, 2003 by and between Assignor and Assignee.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, and the successors, assigns and legal representatives of Assignee, all of Assignor's right, title and interest in the United States and all foreign countries in and to the following patent and the inventions disclosed and claimed therein, along with all patent or other intellectual property rights issuing therefrom (the "Patent") and all of Assignor's right, title and interest in the United States and all foreign countries in and to the following patent applications and the inventions disclosed and claimed therein, along with all patent or other intellectual property rights issuing therefrom (the "Patent Applications"):

## **PATENTS**

Country	Patent No.	<u>Title</u>	Date Issued
U.S.	6,039,688	Therapeutic behavior modification	March 3, 2000
		program, compliance monitoring	
		and feedback system	

### PATENT APPLICATIONS

Country	Serial No.	Title	Filing Date
PCT	9903045A1	Therapeutic behavior modification program, compliance monitoring and feedback system	
PCT	9903045C2	Therapeutic behavior modification program, compliance monitoring and feedback system	April 15, 1999
Canada	2295959AA	Therapeutic behavior modification program, compliance monitoring and feedback system	January 1, 1999
Australia	8478398A1	Therapeutic behavior modification program, compliance monitoring and feedback system	February 8, 1999
European	996896A1	Therapeutic behavior modification program, compliance monitoring and feedback system	May 3, 2000
PCT	0133314A3	Adaptive behavior modification system with intelligent agent	December 13, 2001

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PCT	0133314A2	Adaptive behavior modification	May 10, 2001
		system with intelligent agent	
Australia	0137901A5	Adaptive behavior modification	May 14, 2001
		system with intelligent agent	•
PCT	0075748A3	Behavior modification system with	April 26, 2001
	- 1	personal portal	
PCT	0075748A2	Behavior modification system with	December 14, 2000
		personal portal	
Australia	0054661A5	Behavior modification system with	December 28, 2000
		personal portal	·

Assignor further sells, assigns and transfers to Assignee and the successors, assigns and legal representatives of Assignee, the entire right, title and interest in and to all claims for damages by reason of past infringement of said Patent and Patent Applications with the right to sue for and collect same and in and to all legal equivalents of said Patent in foreign countries and any reissue or reexamination thereof.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

The Commissioner of Patents and Trademarks of the United States is authorized and requested to grant patents issuing from the assigned Patent Applications or directed to the assigned inventions to Assignee.

Assignor and Assignee each warrants that it is a legal entity formed under the laws of a state within the United States.

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IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date indicated below.

Date: October 31, 2003

FYI-NET, L.P.

a Texas limited partnership

By: FYI-Net G.P., Inc. Its: General Partner

F. Scott Yeager

President

Address:

2509 Rough Hollow Road

Llano, TX 78643

### **ACCEPTED:**

RED BELLE INVESTMENTS, L.P. a Texas limited partnership

By: Blue Software G.P., L.C.

Its: General Partner

Andrew J. Clark, III

Vice President

Address:

By:

12919 Southwest Freeway, Suite 120

Stafford, TX 77477

State of Colorado; Country of Summit) ss.
Lounty of Summit ) ss.
On Angust 15, 2011 before me, Marilyn A. Cynlar, Notary Public, personally appeared F. Scott Years, personally
Notary Public, personally appeared F. Scott Venes, personally
known 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 person, or the
entity upon behalf of which the person acted, executed the instrument.
Witness my hand and official seal.
Notary Public
My commission expires: 10-26-2013 MATE OF COMMISSION

State of Texas )
County of Harris ) ss.

On August 10, 2011 before me, ANN Hubballo, Notary Public, personally appeared Andrew J. Clark III., personally known 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 person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

