

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADA Technologies, Inc.	01/29/2009
RECEIVING PARTY DATA	
Name:	Advanced Distributed Sensor Systems
Street Address:	10658 Centennial Road
City:	Littleton
State/Country:	COLORADO
Postal Code:	80127
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12014509
CORRESPONDENCE DATA	
Fax Number:	(303)863-0223
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	6303-4 DWS
NAME OF SUBMITTER:	Douglas W. Swartz
Total Attachments: 6 source=Agreement-ADA-Tech-to-AdvancedDistributedSensorSystems#page1.tif source=Agreement-ADA-Tech-to-AdvancedDistributedSensorSystems#page2.tif source=Agreement-ADA-Tech-to-AdvancedDistributedSensorSystems#page3.tif source=Agreement-ADA-Tech-to-AdvancedDistributedSensorSystems#page4.tif source=Agreement-ADA-Tech-to-AdvancedDistributedSensorSystems#page5.tif source=Agreement-ADA-Tech-to-AdvancedDistributedSensorSystems#page6.tif	

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of January 29, 2009 ("Effective Date") by and between **Advanced Distributed Sensor Systems, Inc.**, a Colorado corporation (the "Assignee"), and **ADA Technologies, Inc.**, a Colorado corporation (the "Assignor"). The Assignor and Assignee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The Assignor is the owner of certain Intellectual Property defined in Section 1.2 below and further identified in Schedule 1 attached hereto and made a part hereof.
- B. The Assignor desires to assign all rights, title, and interest in and to the Intellectual Property to the Assignee subject to the terms and conditions of this Agreement.
- C. The Assignee desires to accept assignment of the Intellectual Property.

AGREEMENT

1. DEFINITIONS

1.1 Improvements. "Improvements" means any improvements, variations, updates, enhancements, discoveries, developments, inventions, modifications or derivative works, whether or not patentable developed by either party which are legally dependent, which means they may not be used without posing a serious infringement problem with respect to any of the patent claims.

1.2 Intellectual Property. "Intellectual Property" means the Patents, the trademarks and service marks identified in Schedule 1, together with all registrations and pending applications for, and all business goodwill represented by, such trademarks and service marks, and the Improvements, collectively.

1.3 Patents. "Patents" means those patents and patent applications identified in schedule 1, including all rights to the inventions described therein.

2. ASSIGNMENT

2.1 Assignment. Subject to all of the terms and conditions of this Agreement, the Assignor hereby grants to the Assignee all right, title, and interest in and to the Intellectual Property. With respect to Intellectual Property that consists of trademarks, service marks, or applications to register same, the foregoing assignment includes an assignment of all business goodwill represented by such marks, and is effected in connection with the transfer to the Assignee of an entire business line and division associated with such marks. The Assignor agrees to furnish to the Assignee all documents, materials, information, know how, and trade secrets

that are necessary for or will enhance the Assignee's ability to practice and commercialize the Intellectual Property.

2.2 Improvements. All Improvements shall be owned exclusively by the Assignee. The Assignor agrees to assign, and hereby does assign exclusively to the Assignee, all right, title, and interest in and to all Improvements developed, discovered, conceived, or reduced to practice, in whole or in part currently or in the future by the Assignor. The Assignor shall promptly disclose all such Improvements to the Assignee, and shall reasonably assist and cooperate with the Assignee in obtaining any intellectual property protection on such Improvements in the Assignee's name. All Improvements developed by either or both Parties, shall be owned exclusively by the Assignee, without further compensation.

2.3 Warranties of the Assignor. The Assignor hereby represents and warrants that the Assignee that:

2.3.1 The Assignor has been granted all prior rights to the Intellectual Property not previously assigned to Assignee;

2.3.2 The Assignor has the corporate authority to grant to the Assignee all rights granted under this Agreement;

2.3.3 The Assignor is not a party to any agreement in conflict with this Agreement and the assignment hereunder.

2.3.4 Except as set forth in Section 2.3.7, the assignment is made free and clear of all liens, encumbrances and security interests;

2.3.5 There is no pending, and to the knowledge of the Assignor, no threatened litigation or claim relating to the Intellectual Property;

2.3.6 All inventors of the Patents have signed invention assignment agreements granting all rights to the Patents to the Assignor; and

2.3.7 The U.S. Government has a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the Patents throughout the world. No other licenses have been granted by Assignor.

2.4 Warranty Disclaimer. Nothing in this Agreement shall be construed as:

2.4.1 A warranty or representation by the Assignor as to the validity or scope of any patent or patent application; or

2.4.2 A warranty or representation regarding the completeness, accuracy, performance, or effectiveness of any claim, method, invention, information, or technology assigned as part of the Patents or the Improvements; or

2.4.3 A warranty or representation that anything made, used, sold, or otherwise disposed of using any Patents or Improvements is or will be free from infringement of patents or other intellectual property rights of third parties; or

2.4.4 A requirement that the Assignor shall file any Improvements or pursue any patent application on any Improvements; or

2.4.5 Conferring a right to use in advertising, publicity, or otherwise any trademark or trade name of the Assignor.

2.4.6 THE ASSIGNOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE INTELLECTUAL PROPERTY AND ANY IMPROVEMENTS OR THE PERFORMANCE THEREOF, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

3. INDEMNITY

3.1 Use Indemnity. The Assignee agrees to defend, indemnify, and hold the Assignor harmless from and against all liabilities, demands, damages, expenses, costs, or losses arising out of (i) use by or on behalf of the Assignee of any portion of the Intellectual Property under this Agreement, or (ii) use, sublicense, sale, or other disposition by or on behalf of the Assignee of materials treated by use of any portion of the Patents, (iii) any third party claim or proceeding alleging a breach of warranty, contract, or other covenant, or violation of law, or tortious conduct by the Assignee; or (iv) any other activity by the Assignee related to or enabled by the assignments made under this Agreement, or any wrongful act or omission of the Assignee.

3.2 Notice of Claim. The Assignor shall promptly notify the Assignee when it becomes aware of any claim asserted by any third party against it of the type contemplated by this Section, and shall be entitled to participate, at its own cost, in the defense of such claims with counsel of its own choosing. The Assignor shall cooperate with and assist the Assignee, at the Assignee's expense, in any action related to the Patents or any practice or commercialization thereof.

4. CONFIDENTIALITY

4.1 Confidential Information. As a part of the assignment of the Intellectual Property and sharing of know how, information, and trade secrets related or beneficial to the practice or commercialization of the Intellectual property, the Parties may exchange confidential and proprietary information that is a valuable trade secret or imparts its holder with a competitive advantage, that is not publicly known or disclosed in the public filings for the Intellectual Property (collectively hereafter the "Confidential Information"). All technical Confidential Information which relates exclusively to the practice of the Patents or Improvements, regardless of which Party originates or develops such information, shall be the sole and exclusive property of the Assignee. All financial or commercial Confidential Information which relates to the Assignee's marketing efforts and costs and revenues associated with its sales of products or services utilizing the Patents shall also be the sole and exclusive property of the Assignee.

4.2 Obligations. In relation to this Agreement, each Party (the "Receiving Party") may be given or obtain access to the Confidential Information of the other Party. The Receiving Party shall: (a) use commercially reasonable efforts to maintain the confidentiality of the Confidential Information of the Disclosing Party, which level of effort shall be no less than that used by the Receiving Party to protect its own confidential information; and (b) not directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information of the Disclosing Party, except as expressly authorized by this Agreement.

4.3 Exclusions. The Parties' obligations under this Section shall not apply to: (a) information that is or becomes a matter of public knowledge through no fault of or action by the Receiving Party, (b) information that prior to disclosure was rightfully in the possession of the Receiving Party as a result of disclosure by a third party who was under no obligation or restriction of confidentiality, and (c) information that, subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party under no obligation or restriction of confidentiality.

4.4 Return of Confidential Information. Unless otherwise authorized, upon the termination and/or expiration of this Agreement, the Receiving Party shall, at the direction of the Disclosing Party, promptly either: (a) return the Disclosing Party's Confidential Information and provide certification to the Disclosing Party that all such Confidential Information has been returned; or (b) destroy such Confidential Information and provide certification to the Disclosing Party that all such Confidential Information has been destroyed.

5. MISCELLANEOUS PROVISIONS

5.1 Assignment. This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assigns. The Assignor may not assign this Agreement, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the Assignee, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Assignor may assign this Agreement to any parent, or wholly owned subsidiary, or to which substantially all of its business is transferred by reorganization, merger, consolidation, sale of assets, or otherwise.

5.2 Amendment of this Agreement. No amendment, modification or addition to this Agreement shall be binding upon either Party unless reduced to writing and duly executed by each of the Parties in the same manner as the execution of this Agreement.

5.3 Notice. Any notice or other communication to either Party required or permitted hereunder shall be in writing and shall be deemed to have been sent to Party if sent via facsimile with confirmation of transmission, or by email, or if sent by such Party via United States regular mail, postage prepaid.

5.4 Additional Documents. The Parties agree to execute any documents or instruments reasonably necessary or desirable in furtherance of the rights and obligations set forth in this Agreement.

5.5 Invalidity of Separable Provisions. If any term or provision of this Agreement is for any reason held invalid, such invalidity shall not affect any other term or provision, and this Agreement shall thereafter be construed as if such term or provision had never been contained in this Agreement.

5.6 Entirety. This Agreement embodies the entire understanding and agreement between the Parties relative to its subject matter, and there are no understandings, agreements, conditions or representations, oral or written, express or implied, with reference to such subject matter that are not merged in or superseded by this Agreement.

5.7 Effect of Headings. The headings to Sections of this Agreement are for convenience of reference only and do not form a part of this Agreement, and shall not in any way affect the interpretation of this Agreement.

5.8 Binding Arbitration. Any dispute regarding the terms of this Agreement shall be resolved by binding arbitration pursuant to the rules of arbitration of the American Arbitration Association, in Denver, Colorado.

5.9 Choice of Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado without regard to the principles of conflict of laws.

5.10 Publicity. The Parties shall not release publicity, advertising or other forms of public announcement relating to this Agreement without the prior written approval of the other Party.

5.11 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be responsible or liable to the other for loss, injury, delay, damages, or other casualty suffered by such other Party due to strikes, riots, storms, fires, acts of God, or any cause beyond the reasonable control of such Party, nor shall this Agreement be terminated because of a failure or delay in performance resulting from such cause.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

**ADVANCES DISTRIBUTED SENSOR
SYSTEMS, INC.**

By: 

David Jansen, Chief Executive Officer

ADA Technologies, Inc.

By: 

Nada C. Austin, CFO

Schedule 1
Intellectual Property

PATENTS:

The United States patents or pending patent applications owned by the Assignor and assigned to Assignee, including any modifications, reissues, continuations, continuations-in-part, divisions, extensions or renewal based on the United States patents or patent applications as described in the Assignment Agreement dated April 19, 2006 and incorporated by reference herein and as follows:

1. United States Patent Application No. 12/0144,509 filed January 15, 2008 entitled "Long Range, Low Power, Mesh Networking without Concurrent Timing", and all United States patents issuing thereon.

MARKS:

United States trade/service marks applications and any amendments owned by the Assignor and assigned to Assignee are as follows:

1. Trademark Application Serial No. 77281256, filed with the United States Patent and Trademark Office on September 17, 2007, for the trademark/service mark "CloudPod."
2. Trademark Application Serial No. 77144175, filed with the United States Patent and Trademark Office on March 29, 2007, for the trademark/service mark "SatPod."
3. Trademark Application Serial No. 78552029, filed with the United States Patent and Trademark Office on January 21, 2005, for the trademark/service mark "SensorPod."
4. Trademark Application Serial No. 77095007, filed with the United States Patent and Trademark Office on January 30, 2007, for the trademark/service mark "WeatherPod."
5. Trademark Application Serial No. 77511613, filed with the United States Patent and Trademark Office on June 30, 2008, for the trademark/service mark "VisPod."