

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Arch C Luther	12/07/2000
RECEIVING PARTY DATA	
Name:	Abbas M Husain
Street Address:	8 Bunning Drive
City:	Voorhees
State/Country:	NEW JERSEY
Postal Code:	08043
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6027026
CORRESPONDENCE DATA	
Fax Number:	(703)288-5139
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-288-5105
Email:	patent@park-law.com
Correspondent Name:	H.C. Park & Associates, PLC
Address Line 1:	8500 Leesburg Pike
Address Line 2:	Suite 7500
Address Line 4:	Vienna, VIRGINIA 22182
ATTORNEY DOCKET NUMBER:	G6315US0002
NAME OF SUBMITTER:	Hae-Chan Park
Total Attachments: 3 source=G6315US0002_Assignment#page1.tif source=G6315US0002_Assignment#page2.tif source=G6315US0002_Assignment#page3.tif	

OP \$40.00 6027026

ASSIGNMENT OF PATENT

PARTIES TO THE ASSIGNMENT. This assignment of all of my rights, claims, and interests of whatsoever nature in the invention known as "Digital Audio Recording with Coordinated Handwritten Notes" and the United States Patent issued for the invention known as "Digital Audio Recording with Coordinated Handwritten Notes", Patent Number 6,027,026 with date of issue of Feb. 22, 2000 and International Patent Application No. PCT/US99/31279, referred to as the "invention", is dated December 7, 2000 and is given by the Assignor, Arch C. Luther, whose mailing address is PO Box 92, Jenner, CA 95450 referred to in this Assignment as "I", to the Assignee, Abbas M. Husain, M.D., whose address is 8 Bunning Drive, Voorhees, NJ 08043, referred to in this Assignment as "You". The parties executing and entering into this Assignment are collectively referred to as the "Parties". The Parties are the co-inventors of the invention known as "Digital Audio Recording with Coordinated Handwritten Notes" and co-inventors named in the United States Patent issued for the invention known as "Digital Audio Recording with Coordinated Handwritten Notes", Patent Number 6,027,026 with date of issue of Feb. 22, 2000 which is registered in the United States Patent and Trademark Office.

ASSIGNMENT: For and in consideration for the payment set forth below, I hereby assign to you, your successors, transferees, heirs, and assigns, all of my present and future rights, title and interests of whatsoever nature in the invention. This assignment is made without reservation of any rights whatsoever in the invention.

PAYMENT: In consideration for the assignment of all of my rights, claims, and interests of whatsoever nature in the invention, you will pay me the following amounts pursuant to the schedule set forth below:

- a. Ten thousand dollars (\$10,000) upon my signing of this assignment, to be paid in two installments within sixty (60) days of the date of this assignment.
- b. Ten thousand dollars (\$10,000) upon the formation of a capital company to manufacture, distribute, or sell the invention or upon your execution of a licensing agreement for the invention and receipt by you of the first licensing payment for the invention.
- c. Ten thousand dollars (\$10,000) upon the production and sale of the first 100 units of the invention either by you or a third-party licensed by you to manufacture, distribute or sell the invention.

If the event described in subparagraph "b" does not occur, your payment obligation will be limited to ten thousand dollars (\$10,000). If the event described in subparagraph "b" does occur but the event described in subparagraph "c" does not occur, your payment obligation will be limited to twenty thousand dollars (\$20,000).

I acknowledge that the payment set forth above is good and valuable consideration for the transfer and assignment of my present and future right, title, and interest in the invention.

ADDITIONAL PROMISES OF ASSIGNOR AND ASSIGNEE. I agree that I will complete the working model of the invention, which I have been developing, at no further cost or expense to you, and that completion of the model is part of my consideration for the payment described above. I also agree that I will remain available to consult with you on matters related to this invention at my usual hourly rates.

You agree that, in the event that you assign, sell, or otherwise transfer your rights to the invention, the obligation to make the payments to me set forth above will be assumed by your assignee, transferee, or buyer and the assumption of those obligations will be set forth in an assignment which will be recorded with the Commissioner of Patents and Trademarks, Box Assignment, Washington, DC 20231 within 60 days of its execution.

ADDITIONAL COMPENSATION TO ASSIGNOR. I understand that this Assignment sets forth the full and complete compensation due to me for my assignment of my rights as described above. However, I understand, and you agree that, in the event that the invention results in considerable commercial success and you receive in excess of \$100,000 profit from the sale or licensing of the invention, notwithstanding any provision in this Agreement to the contrary, at your sole discretion, you may make an additional payment or payments to me in an amount or amounts to be determined at your sole discretion.

NO PREVIOUS ASSIGNMENT OR LICENSING BY ASSIGNOR. I warrant and represent to you that I have not previously assigned, sold, licensed or otherwise transferred any of my rights, title, or interests in the invention. I understand that you are relying upon this representation in making the payment set forth above.

WHO IS BOUND. The Parties are bound by this assignment and anyone who succeeds to our rights and responsibilities such as our assignees and our heirs are bound by this assignment.

CAPACITY TO EXECUTE AGREEMENT. I represent and warrant that no person or entity, other than you, as the co-inventor of the invention, has or had any right, title, or interest in the invention. I have the sole right and exclusive authority to sign this assignment and receive the payment specified.

ENTIRE ASSIGNMENT. This is the entire agreement between you and me for the assignment of the invention. There is no agreement, reservation, promise or inducement not stated in this assignment. The terms of this assignment create legal obligations and are not a mere recital. In signing this assignment, it is agreed that the parties do not rely upon any statement or representation not made in it.

GOVERNING LAW. This assignment shall be construed and interpreted in accordance with the laws of the State of New Jersey.

EXECUTION. We understand and agree to the terms of this agreement and intend to be legally bound. As evidence, we have signed below.

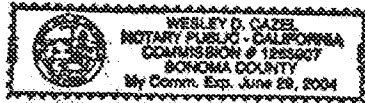
Arch C. Luther
ARCH C. LUTHER

State of California
County of Sonoma
Sworn to and subscribed before me
on this 7 day of December, 2009
Arch C. Luther, a signator to the document
above, as his own personal act and deed.

Abbas M. Husain
ABBAS M. HUSAIN, M.D.

Sworn to and subscribed before me
on this 11 day of December, 2009
Abbas M. Husain, M.D., a signator to the
document above, as his own personal act
and deed.

Wesley D. Case
NOTARY PUBLIC



Dorothy Pezella
NOTARY PUBLIC
DOROTHY PESELLER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 21, 2001