

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Siemens Aktiengesellschaft	10/12/2011
RECEIVING PARTY DATA	
Name:	GestureTek Canada Inc.
Street Address:	317 Adelaide Street West, Suite 302
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5V 1P9
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6353428
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	POSZ LAW GROUP, PLC
Address Line 1:	12040 South Lakes Drive, Suite 101
Address Line 4:	Reston, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	9144_001
NAME OF SUBMITTER:	David G. Posz
Total Attachments: 4 source=9144_001_Assignment_4pp#page1.tif source=9144_001_Assignment_4pp#page2.tif source=9144_001_Assignment_4pp#page3.tif source=9144_001_Assignment_4pp#page4.tif	

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PATENT

ASSIGNMENT OF PATENT RIGHTS

WHEREAS, SIEMENS AKTIENGESELLSCHAFT, a German corporation, having a place of business at Otto-Hahn-Ring 6, 81739, Munich, Germany (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignor") is the owner of the entire right, title, and interest and assignor of the patent listed in Schedule A.

AND WHEREAS, GESTURETEK CANADA INC., having a place of business at 317 Adelaide Street West, Suite 302, Toronto, Ontario, Canada M5V 1 P9 (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignee") wants to acquire the entire right, title and interest in and to said Patent, and all the inventions therein, and Assignor is willing to enter into such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which from Assignee is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Patent listed in the attached Schedule A, and all patents, patent applications, foreign patents, foreign patent applications, continuations, continuations-in-part, divisionals, extensions, renewals, reissues and re-examinations related to all inventions thereof, including without limitation, all rights to claim priority on the basis thereof, all rights to sue for past, present and future infringement, including the right to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries thereof;

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Assignment. However, notwithstanding the previous sentence, this Assignment is made subject to nonexclusive licenses and other previously granted nonexclusive rights as may exist, as set forth in the documents granting such rights;

Assignor hereby further covenants and agrees that it will sign all lawful papers, execute and deliver all papers and take any actions that may be reasonably necessary or desirable to perfect the title to any aforementioned patents and inventions, in so far as possible, including execute all divisional, continuation, reexamination, reissue and substitute applications.

Assignor hereby authorizes and requests the Commissioner of Patent(s) and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patent(s) or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and its successors, assigns and other legal representatives for the patents covered by this instrument in accordance with the terms of this instrument.

The terms and conditions of this Assignment of Patent Rights shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Munich
on Oct 12, 2011

ASSIGNOR:

Siemens Aktiengesellschaft

By: i.k. B. B. Kelen

Name: Bernhard Bedtsche

Title: Head of Business Administration CT IP

(Signature MUST be attested)

By: i.k. M. CA

Name: Ronald J. Courtney

Title: Senior Licensing Counsel

(Signature MUST be attested)

SCHEDULE A
to the
Assignment of Patent Rights

Siemens Internal No. 199701248

US Patent No. 6,353,428

Patent Application No. 09/355,168

Filing Date: July 23, 1999

Title: "Method and Device for Detecting an Object in an Area Radiated by Waves in the
Invisible Spectral Range"

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. 1746

The undersigned witnessed the signature of Ronald Courtney to the above Assignment of Patent Rights on behalf of Siemens Aktiengesellschaft and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

2. Ronald Courtney is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on Oct 12 2011 to execute the above Assignment of Patent Rights on behalf of Siemens Aktiengesellschaft.

3. Ronald Courtney subscribed to the above Assignment of Patent Rights on behalf of Siemens Aktiengesellschaft.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on Oct 12, 2011 (date)

S. Litwenger
Print Name: Susanne Litwenger

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. 1746

The undersigned witnessed the signature of Bernhard Zetsche to the above Assignment of Patent Rights on behalf of Siemens Aktiengesellschaft and makes the following statements:

4. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

5. Bernhard Zetsche is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on Oct 12 2011 to execute the above Assignment of Patent Rights on behalf of Siemens Aktiengesellschaft.

6. Bernhard Zetsche subscribed to the above Assignment of Patent Rights on behalf of Siemens Aktiengesellschaft.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on Oct 12, 2011 (date)

S. Litwenger
Print Name: Susanne Litwenger