

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES J. BITETTO	09/09/2011
FRANK W. BITETTO	09/09/2011
RECEIVING PARTY DATA	
Name:	PROFECTUS TECHNOLOGY LLC
Street Address:	4 Alley Pond Court
City:	Dix Hills
State/Country:	NEW YORK
Postal Code:	11746
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6975308
CORRESPONDENCE DATA	
Fax Number:	(631)844-0081
Phone:	6318440080
Email:	allison@tb-iplaw.com
<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:	TUTUNJIAN & BITETTO, P.C.
Address Line 1:	425 Broadhollow Road
Address Line 2:	Suite 302
Address Line 4:	Melville, NEW YORK 11747
ATTORNEY DOCKET NUMBER:	8035-1
NAME OF SUBMITTER:	James J. Bitetto
Total Attachments: 3 source=8035-1_Assignment#page1.tif source=8035-1_Assignment#page2.tif source=8035-1_Assignment#page3.tif	

OP \$40.00 6975308

501727847

**PATENT**  
**REEL: 027246 FRAME: 0136**

## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is made effective as of the 9th day of September, 2011 (the "Effective Date"), by and between James J. Bitetto, an individual residing at 4 Alley Pond Court, Dix Hills, NY 11746, Frank W. Bitetto, an individual residing at 29 Georgia St., East Northport, NY 11731 (collectively referred to as "Assignors"), and Profectus Technology LLC ("Assignee"), a Texas limited liability company with a principal place of business at 4 Alley Pond Court, Dix Hills, NY 11746. Assignors and Assignee are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignors own all right, title and interest in and to the United States patents and patent applications listed on the attached **Schedule A** (the "Patent Rights");

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Patent Rights, and Assignors wish to sell its entire interest in the Patent Rights to Assignee;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignors hereby sell, assign and transfer to Assignee, its successors and assigns, all right, title and interest in and to the Patent Rights, all inventions claimed therein, all other patent applications directed to such inventions, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions of any of the foregoing; and all rights to claim priority on the basis of such applications, and all applications for Letters Patent that may be filed for the inventions in any foreign country, and all extensions, renewals and reissues thereof; and Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the inventions to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignors further grant and assign to Assignee all causes of action, rights and remedies arising under any of the Patent Rights, whether arising prior to or after the Effective Date of this Assignment, all causes of action, rights and remedies arising under any United States or foreign Letters Patent that may be granted for any of the inventions assigned hereby, and all causes of action, rights, and remedies to sue for past, present and future infringement, including the right to collect and receive any damages, royalties, or settlements for such past, present and future infringements. The rights, title and interests conveyed in the Assignment are to be held and enjoyed by Assignee, its successors and assigns, as fully and exclusively as they would have been held and enjoyed by Assignors had this Assignment not been made.


2. Assignors' Representations and Warranties. Assignors hereby represent and warrant that they have the full, legal right and authority to execute this Assignment, and to validly assign to Assignee the entire interest in and to the Patent Rights; all causes of action, rights and remedies arising under the Patent Rights; and all other rights conveyed hereby. Assignors further represent and warrant that they have not executed any other agreement that would conflict with the terms of this Assignment, nor shall he execute any such agreement in the future.

3. Further Actions. Assignors hereby agree to execute any additional documents and to take any further actions necessary to aid Assignee in perfecting the interests assigned hereby and in enforcing and defending any and all protections or privileges deriving from the patents and other rights assigned hereby.


4. Maintenance. Assignee agrees to pay all maintenance fees for all patents assigned hereby.
5. Governing Law. This Assignment shall be construed in accordance with, and governed in all respects by, the laws of the State of Texas, without regard to conflicts of law principles.
6. Counterparts. This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
7. Severability. If any part or parts of this Assignment shall be held unenforceable for any reason, the remainder of this Assignment shall continue in full force and effect. If any provision of this Assignment is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
8. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Assignment.
9. Entire Agreement. This Assignment constitutes the entire agreement between Assignors and Assignee, and supersedes any prior understanding or representation of any kind between the Parties preceding the date of this Assignment regarding the same subject matter. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed below.

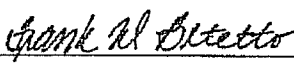
James J. Bitetto

  
\_\_\_\_\_  
Signature  
James J. Bitetto  
\_\_\_\_\_  
Print Name  
9/9/11

Profectus Technology LLC

By:   
\_\_\_\_\_  
Signature  
James J. Bitetto  
\_\_\_\_\_  
Print Name for Profectus Technology, LLC.  
Managing Member  
\_\_\_\_\_  
Title

Frank W. Bitetto

  
\_\_\_\_\_  
Signature  
Frank W. Bitetto  
\_\_\_\_\_  
Print Name  
9-9-11

Assignment Agreement

Page 2

SCHEDULE A:

US Patent No.: 6,975,308