

# PATENT ASSIGNMENT

Electronic Version v1.1  
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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                          |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                              |
| <b>CONVEYING PARTY DATA</b>   |   |
| <b>Name</b>   | <b>Execution Date</b>                   |
| John F. Farrell   | 05/22/2008                              |
| Henry Hoffman   | 10/20/2008                              |
| <b>RECEIVING PARTY DATA</b>   |   |
| <b>Name:</b>  | Saebo, Inc.                             |
| <b>Street Address:</b>  | 2725 Water Ridge Parkway                |
| <b>Internal Address:</b>  | Suite 320                               |
| <b>City:</b>  | Charlotte                               |
| <b>State/Country:</b>   | NORTH CAROLINA                          |
| <b>Postal Code:</b>   | 28217                                   |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |
| <b>Property Type</b>  | <b>Number</b>                           |
| Application Number:   | 13311222                                |
| <b>CORRESPONDENCE DATA</b>  |   |
| <b>Fax Number:</b>  | (803)255-9831                           |
| <b>Phone:</b>   | (404) 322-6132                          |
| <b>Email:</b>   | ip@nelsonmullins.com                    |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |   |
| <b>Correspondent Name:</b>  | Kenneth C. Bruley                       |
| <b>Address Line 1:</b>  | 100 North Tryon Street, 42nd Floor      |
| <b>Address Line 2:</b>  | Nelson Mullins Riley & Scarborough, LLP |
| <b>Address Line 4:</b>  | Charlotte, NORTH CAROLINA 28202         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 33472/09006-CON                         |
| <b>NAME OF SUBMITTER:</b>   | Kenneth C. Bruley                       |
| Total Attachments: 6  |   |

OP \$40.00 13311222

**501745878**

**PATENT**  
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ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

JOHN F. FARRELL  
6725 Courtney Creek Dr. , #3101  
Charlotte, NC 28217

(hereinafter an "Assignor") has or may have invented certain new and useful improvements and/or designs (each hereinafter an "Invention"), for a full description of which reference is here made to the following one or more Patent Property:

Patent or Application Number: 60/979,351

Filed on: October 11, 2007,

(hereinafter "Patent Property");

WHEREAS,

SAEBO, INC.  
2725 Water Ridge Pkwy, Suite 320  
Charlotte, NC 28217

(hereinafter "Assignee") is desirous of acquiring all rights, title, and interests in, to, and under the Invention and the Patent Property, and in, to, and under any and all patents that have been or may be obtained for the Invention, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee, effective at least as early as the filing date of the Patent Property, any and all right, title, and interest in, to and under:

- ☐ The Inventions;
  - ☐ Any and all applications for patent for the Inventions that may be or have been filed in any and all countries, including the Patent Property;
  - ☐ Any and all patents that may be or have been obtained for the Inventions in any and all countries;
  - ☐ Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
  - ☐ Any application claiming priority to any of the foregoing; and
  - ☐ Any past or present right or cause of action arising with respect to any of the foregoing, including the right to sue for patent infringement,
- (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor further hereby represents and warrants that Assignor is an original inventor of the Invention; and Assignor has reviewed and understood the contents of the Patent Property.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to issue any patent included within the Invention Rights to Assignee.

[Signature Pages Follow]

This the 22<sup>nd</sup> day of May, 2008.

Assignor

John F. Farrell

(Signature)

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of NORTH CAROLINA

County of MECKLENBURG

United States of America

On this 22<sup>nd</sup> day of MAY, 2008,

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

John F. Farrell (person appearing before notary)

Notary Signature: Diane M. Cantelmi

Printed Name: DIANE M. CANTELM

My Commission Expires: 11/3/10

(Notary Seal)



ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

Henry Hoffman

(hereinafter an "Assignor") has or may have invented certain new and useful improvements and/or designs (each hereinafter an "Invention"), for a full description of which reference is here made to the following one or more Patent Property:

Application Number: 60/979,351

Filed on: October 11, 2007, and

Application Number: 12/251,273

Filed on: October 14, 2008,

(hereinafter "Patent Property");

WHEREAS,

SAEBO, INC.

2725 Water Ridge Pkwy, Suite 320

Charlotte, NC 28217

(hereinafter "Assignee") is desirous of acquiring all rights, title, and interests in, to, and under the Invention and the Patent Property, and in, to, and under any and all patents that have been or may be obtained for the Invention, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee, effective at least as early as the filing date of the Patent Property, any and all right, title, and interest in, to and under:

- ☐ The Inventions;
- ☐ Any and all applications for patent for the Inventions that may be or have been filed in any and all countries, including the Patent Property;
- ☐ Any and all patents that may be or have been obtained for the Inventions in any and all countries;
- ☐ Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
- ☐ Any application claiming priority to any of the foregoing; and
- ☐ Any past or present right or cause of action arising with respect to any of the foregoing, including the right to sue for patent infringement,

(hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

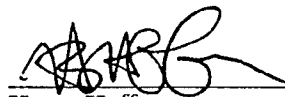
Assignor further hereby represents and warrants that Assignor is an original inventor of the Invention; and Assignor has reviewed and understood the contents of the Patent Property.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to issue any patent included within the Invention Rights to Assignee.

[Signature Page Follows]

This the 20<sup>th</sup> day of OCTOBER, 2008.

Assignor



Henry Hoffman

(Signature)

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of NORTH CAROLINA )

County of MECKLENBURG )

United States of America

On this 20<sup>th</sup> day of OCTOBER, 2008,

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Henry Hoffman (person appearing before notary)

Notary Signature: Diane M. Cantelmi

Printed Name: DIANE M. CANTELM

My Commission Expires: 11/3/10

