

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Phillip M. Adams & Associates, LLC	12/30/2011
RECEIVING PARTY DATA	
Name:	Toshiba Corporation
Street Address:	1-1, Shibaura 1-Chome
Internal Address:	Minato-Ku
City:	Tokyo
State/Country:	JAPAN
Postal Code:	105-8001
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7249203
CORRESPONDENCE DATA	
Fax Number:	(801)214-1992
Phone:	8019870810
Email:	EDumke@DumkeLaw.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:	Ezekiel Dumke IV
Address Line 1:	560 E. 500 S.
Address Line 2:	Ste 200
Address Line 4:	Salt Lake City, UTAH 84102
NAME OF SUBMITTER:	Ezekiel R. Dumke IV
Total Attachments: 3 source=image7656#page1.tif source=image7656#page2.tif source=image7656#page3.tif	

OP \$40.00 7249203

## APPENDIX D

### PATENT ASSIGNMENT

This Patent Assignment (the "Assignment"), dated as of December <sup>30<sup>th</sup></sup>, 2011 is entered into by and between Phillip M. Adams & Associates, a Utah limited liability company with a principal place of business at Afton, Wyoming 83110 ("Assignor"), and Toshiba Corporation, a Japanese corporation with its principal office at 1-1, Shibaura 1-Chome, Minato-Ku, Tokyo 105-8001, Japan ("Assignee").

WHEREAS, pursuant to the License, Patent Sale, and Settlement Agreement, entered into by and between Assignor and Assignee, dated as of December 27, 2011 (the "DATE Agreement"), Assignor has agreed to sell, convey, assign, transfer and deliver to the Assignee, and Assignee has agreed to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the issued patent listed on Schedule A hereto (the "Patent"); and

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee agreed to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the Patent in consideration of the DATE Agreement.

NOW THEREFORE, for good and valuable consideration under the DATE Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Patent and all rights, claims, and privileges pertaining to the Patent, including the right to collect royalties, profits and other proceeds in connection with the Patent, and its rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and its rights to recover damages, royalties or lost profits in connection therewith, and its rights corresponding thereto throughout the world.
2. Assignor hereby covenants and agrees that Assignor shall, at its expense, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to correct, perfect and/or record Assignee's title to the Patent.
3. Assignor hereby authorizes and requests the Patent and Trademark Office officials in the United States to record Assignee as owner of the Patent as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
4. Further, Assignor agrees to execute all papers and to give such lawful testimony and to perform such other lawful acts as Assignee, its successors and assigns may require of it or them to procure patents on inventions in Patent, reissues or extensions thereof in the United States, and/or to hold, enforce or convey said patents, reissues or extensions, or applications therefore.

5. The parties hereto may execute this Assignment in one or more counterparts, each of which shall be deemed an original, but all counterparts taken together shall constitute one and the same agreement.

6. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any party under the DATE Agreement. If any provision of this Assignment is inconsistent or conflicts with the DATE Agreement, the DATE Agreement shall control.

7. This Agreement shall be deemed performed in and shall be construed and governed by the law of New York, excluding its conflict of laws provisions.

IN WITNESS WHEREOF, Assignor has executed this Assignment by an officer thereunto duly authorized as of the date first written above.

PHILLIP M. ADAMS & ASSOCIATES

By: Phillip M. Adams

Name: PHILLIP M. ADAMS

Title: MANAGER

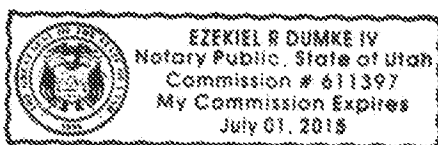
Please address all correspondence, and upon recordation please return this document, to:

Toshiba Corporation  
1-1, Shibaura 1-Chome, Minato-Ku, Tokyo 105-8001 Japan

STATE OF Utah )  
 ) SS.  
COUNTY OF Salt Lake )

Phillip M. Adams, a notary public, in and for the county and state aforesaid, do hereby certify that Phillip M. Adams, known to me to be the principal of Phillip M. Adams & Associates appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this  
30 day of December, 2011.



[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

SCHEDULE A TO PATENT ASSIGNMENT

U.S. Patent No. 7,249,203 "Programmatic time-gap defect detection apparatus and method"