

## PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
American Patent LLC	03/12/2012
RECEIVING PARTY DATA	
Name:	Cliff Island LLC
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6308053
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NAME OF SUBMITTER:	William D. Belanger
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OP \$40.00 6308053

## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, American Patent LLC ("**American**" or "**Assignor**"), does hereby sell, assign, transfer, and convey unto Cliff Island LLC, a Delaware limited liability company, ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

(a) all U.S. patents owned by and/or assigned to American including, without limitation, the U.S. patents listed in the table below (the "**U.S. Patents**");

<b>U.S. Patent No.</b>	<b>Title</b>
6,308,053	Recyclable Wireless Telephone Unit with a Secured Activation Switch

(b) all patents and patent applications (i) to which any of the U.S. Patents directly or indirectly claims priority, and (ii) for which any of the U.S. Patents directly or indirectly forms a basis for priority;

(c) all patent applications owned by and/or assigned to American including, without limitation, the patent applications listed in the table below;

<b>U.S Application No.</b>	<b>Title</b>
N/A	

(d) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) through (c);

(e) all foreign counterpart patents and foreign counterpart patent applications, that are related to any item in any of the foregoing categories (a) through (d), including, without limitation, certificates of invention, utility models, and other governmental grants or issuances, including, without limitation, the foreign counterpart patents and patent applications listed in the table below;

(f) all items in any of the foregoing categories (a) through (e), whether or not expressly listed above and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(g) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (f) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(h) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type arising from any item in any of the foregoing categories (a) through (g), including, without limitation, under the Paris Convention for the

Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(i) to the extent they exist, all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the U.S. Patents and/or any item in any of the foregoing categories (b) through (h), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief,
- (iii) any other remedies of any kind for past, current, and future infringement; and
- (iv) all rights to collect royalties and other payments under or on account of any of the U.S. Patents and/or any item in any of the foregoing categories (b) through (h).

Notwithstanding the foregoing, the U.S. patent applications listed in the table below are excluded from this Assignment and any American right, title and interest in such patents applications are not sold, transferred, assigned or conveyed to Assignee as part of this Assignment.

**Excluded U.S. Patent Applications**

N/A

Assignor represents, warrants and covenants that:

- (1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and
- (2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

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

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 485 Madison Ave.  
on March 12, 2012.

**ASSIGNOR:**

**American Patent LLC**

By: Warren Hurwitz

Name: Warren Hurwitz

Title: Authorized Signer

*(Signature MUST be notarized)*

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On 3/12/12, before me, Warren Hurwitz, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the persons whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Alison Bergen  
Signature of Notary Public

ALISON BERGEN  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01BE6207526  
QUALIFIED IN KINGS COUNTY  
COMMISSION EXPIRES JUNE 15, 2013