502046408 09/04/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Gary P. Burns	07/25/2012
Peter Phaneuf	07/25/2012
Michael Isabell	07/25/2012

RECEIVING PARTY DATA

Name:	eAGILE, INC.
Street Address:	1100 Hynes Ave. SW
Internal Address:	Suite C2
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49507

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13593399

CORRESPONDENCE DATA

 Fax Number:
 6167421010

 Phone:
 616-742-3500

Email: patents@mcgarrybair.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: McGarry Bair PC
Address Line 1: 32 Market Avenue SW

Address Line 2: Suite 500

Address Line 4: Grand Rapids, MICHIGAN 49503

ATTORNEY DOCKET NUMBER:	72070-0021
NAME OF SUBMITTER:	Michael F. Kelly

Total Attachments: 3 source=G0707919#page1.tif

source=G0707919#page2.tif source=G0707919#page3.tif

> PATENT REEL: 028890 FRAME: 0816

\$40,00 1359

502046408

ASSIGNMENT

WHEREAS, Gary P. Burns, Peter Phaneuf, and Michael Isabell residing, respectively, at 6889 Vista Grande, Rockford, Michigan 49341, 4221 N. Oak Pointe Ct. NE, Grand Rapids, Michigan 49525, and 2220 Estelle Dr., Grand Rapids, Michigan 49506, (hereinafter "Assignors") have invented certain new and useful improvements in:

SYSTEM FOR ASSOCIATING RFID INLAY WITH UPC CODE, AND VALIDATING ASSOCIATIVE ENCODING OF SAME

for a full description of which reference is here made to an application for Letters Patent of the United States of America executed by Assignors as of the respective dates associated with their respective names herein; and

WHEREAS, eAgile, Inc., a corporation of the State of Michigan, having its principal office and place of business in the City of Grand Rapids, County of Kent, State of Michigan, (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above-identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

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 valuable and legally sufficient consideration, the receipt of which by Assignors from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents do hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in, to, and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications 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 applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this **ASSIGNMENT**.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignors hereby consent 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 provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this **ASSIGNMENT** and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

PATENT REEL: 028890 FRAME: 0817

Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:				
U.S. Serial No. Filed				
but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.				
Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.				
IN TESTIMONY WHEREOF, the said Assignors have respectively hereunto set their hands on the dates indicated below.				
Dated: 7(25/12 SIGNATURE:				
NAME: Gary P. Burns				
STATE OF Michigan)) ss. COUNTY OF Ken)				
On this 25 day of, 20_12 , personally appeared before me the above-named Gary P. Burns, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.				
Notary Public, Kent County, Michigan				
Notary Public, Kent County, Michigan My commission expires: 9-12-2012				
Dated: 7/25/12 SIGNATURE:				
NAME: Peter Phaneuf				
STATE OF Michigan)) ss. COUNTY OF Kent)				
On this 25 day of Kent, 2012, personally appeared before me the above-named Peter Phaneuf, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.				

Notary Public, ___

My commission expires: _

Dated: 7-25-12	SIGNATURE:	Modell
	NAME:	Michael Isabell
STATE OF MICHORAN COUNTY OF LENF)) ss.	
COUNTY OF <u>kenf</u>) ss.	
instrument and acknowledged the instrument. Andrea K Jacobs	same to be his free ac	2 , personally appeared before me the above-named person described in and who executed the foregoing and deed in and for the purposes set forth in said
Notary Public, Kent	County, MCNigar	<u>L</u>
My commission expires:91	2-2012	

-3-