

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Cameron Alan Holmes | 11/27/2012 |
| RECEIVING PARTY DATA | |
| Name: | Sharpe Innovations, Inc. |
| Street Address: | 4041 Bluebill Drive |
| Internal Address: | #6 |
| City: | Greenville |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27858 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 13675322 |
| CORRESPONDENCE DATA | |
| Fax Number: | 2526725477 |
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| ATTORNEY DOCKET NUMBER: | 100600-00002 |
| NAME OF SUBMITTER: | Ryan K. Simmons |
| Total Attachments: 3 source=Patent_Assignment_100600_00002#page1.tif source=Patent_Assignment_100600_00002#page2.tif source=Patent_Assignment_100600_00002#page3.tif | |

OP \$40.00 13675322

PATENT ASSIGNMENT

This Assignment is made by Cameron Alan Holmes, of Greenville, North Carolina; (hereinafter "Assignor"), to Sharpe Innovations, Inc., a corporation duly organized and existing under the laws of the State of North Carolina having its principal office and place of business at 4041 Bluebill Drive, #6, Greenville, North Carolina 27858 (hereinafter "Assignee").

WHEREAS, Assignor has invented, or is the owner of the entire right and title in, certain new and useful improvements concerning **SIM Card Adaptor**, the invention being described in and identified by an application for United States Letters Patent, filed on November 13, 2012 as U.S. Patent Application Serial No. 13/675,322.

AND, WHEREAS, Assignee desires to acquire the entire right, title, and interest in the application and the invention and improvements on the invention, and in Letters Patent on the same when granted in any and all countries.

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor by these presents does hereby sell, assign, transfer, and convey unto the Assignee, its successors and assigns, the entire right, title, and interest in and to the application and the invention, and in any improvements on the invention previously or in the future made or acquired by Assignor, and to all rights of priority to the same pursuant to the International Convention for the Protection of Industrial Property, and in and to any and all patent applications filed on the invention, and in and to any and all continuations, continuations-in-part, or divisions of any United States or foreign patent application filed on the invention, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.

Assignor hereby requests that said Letters Patent be issued in accordance with this Assignment.

Assignor further warrants and represents that, at the time of the execution and delivery of these presents, Assignor possesses the full title to the invention and application above-mentioned, and that he has the unencumbered right and authority to make this assignment.

Assignor further covenants and agrees, and likewise binds, his heirs, legal representatives and assigns, to promptly communicate to said Assignee or its representatives any facts known to them relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the Assignee, its representatives, successors and assigns to secure patent or similar protection for said invention in all countries and to vest in the Assignee complete title to the invention and Letters Patent, without further compensation, but at the expense of said Assignee, its successors, assigns and other legal representatives.

ASSIGNOR:


Cameron Alan Holmes

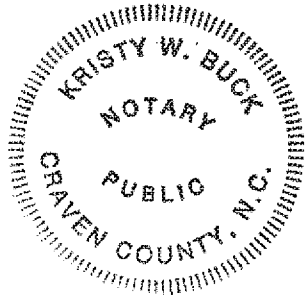
11/27/2012
Date

for Pitt Kristy W. Buck, a Notary Public in and
County in the State of NC, do hereby
certify that **Cameron Alan Holmes**, personally came before me this day, and executed the
foregoing document.

Date 11/27/2012


Signature of Notary Public

(Official Seal)



My commission expires: 10/28/2013

ASSIGNEE:

SHARPE INNOVATIONS, INC.

By: Odette Holmes

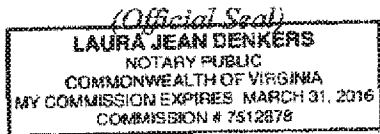
Name/Title: Odette Holmes, President

County Louisa State Virginia

I, Laura J. Denkers, a Notary Public in and for said County and State, do hereby certify that Odette Holmes is the President of Sharpe Innovations, Inc., a corporation organized and existing under the laws of the State of North Carolina and in her capacity as President being authorized to do so, executed the foregoing on behalf of the company.

Date 11/27/2012

Laura Jean Denkers
Signature of Notary Public



My commission expires: March 31, 2016

ND: 4835-1720-1937, v. 1