

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Caveo Technology LLC</td> <td>12/20/2005</td> </tr> </tbody> </table>		Name	Execution Date	Caveo Technology LLC	12/20/2005						
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Caveo Investments LLC</td> </tr> <tr> <td>Street Address:</td> <td>23 Myopia Road</td> </tr> <tr> <td>City:</td> <td>Winchester</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>01890</td> </tr> </table>		Name:	Caveo Investments LLC	Street Address:	23 Myopia Road	City:	Winchester	State/Country:	MASSACHUSETTS	Postal Code:	01890
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PROPERTY NUMBERS Total: 3											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6721738</td> </tr> <tr> <td>Patent Number:</td> <td>6861946</td> </tr> <tr> <td>Patent Number:</td> <td>6970095</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6721738	Patent Number:	6861946	Patent Number:	6970095		
Property Type	Number										
Patent Number:	6721738										
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Patent Number:	6970095										
CORRESPONDENCE DATA											
<p>Fax Number:  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 6172577049        Email: gailgreenwald@gmail.com        Correspondent Name: Gail Greenwald        Address Line 1: 23 Myopia Road        Address Line 4: Winchester, MASSACHUSETTS 01890</p>											
NAME OF SUBMITTER:	Gail Greenwald										
	This document serves as an Oath/Declaration (37 CFR 1.63).										
<p>Total Attachments: 11        source=Bill of Sale and General Assignment#page1.tif        source=Bill of Sale and General Assignment#page2.tif</p>											

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**BILL OF SALE AND GENERAL ASSIGNMENT**

KNOW ALL MEN BY THESE PRESENTS, that Caveo Technology, LLC, a Delaware limited liability company having a principal place of business at 343 Otis Street, West Newton MA 02465-2533 ("Seller"), for consideration in the amount of [REDACTED] paid to it by Caveo Investments LLC, a Massachusetts limited liability company having a place of business c/o Gail Greenwald, 23 Myopia Road, Winchester, MA 01890 ("Buyer"), the receipt whereof is hereby acknowledged by Seller, does hereby convey, grant, bargain, sell, transfer, set over, assign, deliver and confirm unto Buyer, its successors and assigns, for their own use and benefit forever, all of Seller's right, title and interest in and to the property and assets owned by Seller wherever located, as listed on Exhibit 1 hereto (hereinafter referred to as the "Purchased Property").

TO HAVE AND TO HOLD the same to Buyer, its successors and assigns, for their own use and benefit forever.

THE PURCHASED PROPERTY IS SOLD AS IS AND WHERE IS, AND EXCEPT AS SET FORTH BELOW, WITHOUT ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND AND NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO THEIR MERCHANTABILITY, CONDITION, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Seller agrees that, at any time and from time to time after the date hereof it will, upon the request of Buyer, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, and assurances as Buyer may reasonably request for the assigning, transferring, granting, conveying, assuring and confirming to Buyer or the reduction to possession, any or all of the Purchased Property assigned, transferred, conveyed and delivered to Buyer hereunder.

Seller hereby represents and warrants to Buyer that Seller has good and marketable title to the Purchased Property, free and clear of any and all liens, charges, encumbrances, claims, restrictions, equities, easements and other exceptions to title.

This instrument shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

This instrument shall be effective as of December 20, 2005, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Instrument to be executed in its names and behalf by its officer, thereunto duly authorized.

CAVEO TECHNOLOGY, LLC

By: 

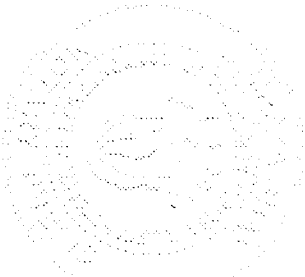
Title: CEO

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF

On this 20 day of December, 2005, W. David Lee, the President and CEO of Caveo Technology, LLC, personally appeared before me, and to me personally known, stating that the foregoing instrument was signed on behalf of such limited liability company pursuant to proper limited liability company authority, and acknowledged the execution of the instrument as the free act and deed of the limited liability company.



[SEAL]

Namrata Shah

Notary Public

My Commission Expires:

Namrata Shah  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
May 4, 2012

**EXHIBIT 1 TO BILL OF SALE AND GENERAL ASSIGNMENT**

- U.S. Patents for the Motion Password Control System (US 6,721,738), Motion-Based Input System for Handheld Computers (US 6,861,946), and Theft Detection System and Method (US Patent No. 6,970,095);
- U.S. Patent Applications for the PC Card Security System (Serial 10/128,384), Touch Detection System and Method (Serial 10/760,767), and Wireless Object Client Tracking System (Serial 10/984,188);
- The Caveo trademark;
- All existing rights to the Caveo brand and use of the Caveo name;
- All Caveo goodwill, including, but not limited to:
  - Right to do business as Caveo Technology;
  - The domain name caveo.com;
  - Website and copyrighted material including white papers, product brochures, product manuals, help files, etc.;
- License agreements with ADTechno and Sensicast Systems;
- All other Caveo intellectual property, including but not limited to trade secrets, product concepts, product and packaging designs, source code, manufacturing specifications, and business and technical records and electronic archives for current and potential products and technologies;
- Rights to seek international patent protection; and
- Certain physical assets owned by Seller as specified by Buyer.

## ASSIGNMENT OF TRADEMARKS

WHEREAS, Caveo Technology, LLC, a Delaware limited liability company having a principal place of business at 343 Otis Street, West Newton MA 02465-2533 ("Assignor") owns the trademarks and trademark applications set forth in Schedule I attached hereto and made a part hereof; and

WHEREAS, Caveo Investments LLC, a Massachusetts limited liability company having a place of business c/o Gail Greenwald, 23 Myopia Road, Winchester, MA 01890 ("Assignee"), desires to acquire all rights in such trademarks and the registrations and applications thereof;

WHEREAS, Assignor hereby represents and warrants to Assignee that Assignor has good and marketable title to the trademarks and trademark applications set forth in Schedule I hereto, free and clear of any and all liens, charges, encumbrances, claims, restrictions, easements and other exceptions to title.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee all right, title and interest in and to the trademarks, trademark applications and trademark registrations listed in Schedule I together with the good will of the business symbolized by the marks and the listed registrations, including, without limiting the generality of the foregoing, the right of priority to file corresponding applications in any and all countries; the trademarks to be held by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as they would have been held and enjoyed by Assignor had such assignment not been made.

Assignor hereby authorizes and requests the duly authorized officials of any jurisdiction to take such action as may be required to give effect to the sale, assignment and transfer made herein, including the issuance of any trademark registrations on Schedule I to Assignee, its successors and assigns; and Assignor further agrees to do all things as Assignee may reasonably request to effectuate such sale, assignment and transfer in respect to each such trademark, trademark applications and trademark registrations.

IN WITNESS WHEREOF, Assignor expressly intending to be legally bound hereby, has caused this assignment to be executed by its duly authorized officer as of the 20 day of December, 2005.

CAVEO TECHNOLOGY, LLC

By: Debra

Title: CEO

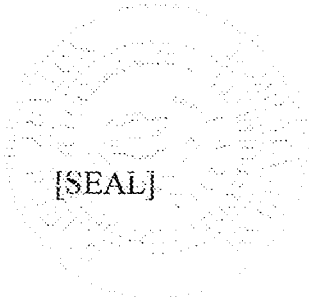


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On this 20<sup>th</sup> day of December, 2005, W. David Lee, the President and CEO of Caveo Technology, LLC, personally appeared before me, and to me personally known, stating that the foregoing instrument was signed on behalf of such limited liability company pursuant to proper limited liability company authority, and acknowledged the execution of the instrument as the free act and deed of the limited liability company.



*Namrata Shah*

Notary Public

My Commission Expires:

Namrata Shah  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
May 4, 2012

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS

A. U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CAVEO	2707640	April 15, 2003

B. U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
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## ASSIGNMENT OF PATENTS

WHEREAS, Caveo Technology, LLC, a Delaware limited liability company having a principal place of business at 343 Otis Street, West Newton MA 02465-2533 ("Assignor"), is the owner of the United States patents and patent applications set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Caveo Investments LLC, a Massachusetts limited liability company having a place of business c/o Gail Greenwald, 23 Myopia Road, Winchester, MA 01890 ("Assignee") is desirous of acquiring all rights Assignor has or may have in such patents and the registrations and applications thereof; and

WHEREAS, Assignor hereby represents and warrants to Assignee that Assignor has good and marketable title to the patents and patent applications set forth in Exhibit A hereto, free and clear of any and all liens, charges, encumbrances, claims, restrictions, easements and other exceptions to title.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee all of its right, title and interest in and to the patents and patent applications listed in Exhibit A, including, without limiting the generality of the foregoing, the right of priority to file corresponding applications in any and all countries; the patents and the patent applications to be held by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as they would have been held and enjoyed by Assignor had such assignment not been made.

Assignor hereby authorizes and requests the duly authorized officials of the United States to take such action as may be required to give effect to the sale, assignment and transfer made herein, including the issuance of any United States patent registrations on Exhibit A to Assignee, its successors and assigns; and Assignor further agrees to do all things as Assignee may reasonably request to effectuate such sale, assignment and transfer in respect to each such patent and patent application.

IN WITNESS WHEREOF, Assignor, expressly intending to be legally bound hereby, has caused this assignment to be executed by its duly authorized officer as of the 20 day of December, 2005.

CAVEO TECHNOLOGY, LLC

By:

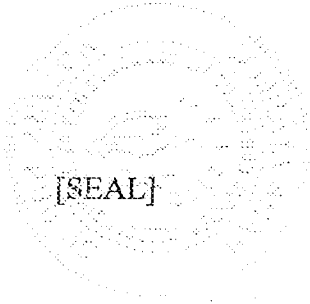
  
Name: W. David Lee  
Title: CEO

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*Namrata Shah*

Notary Public

My Commission Expires:

Namrata Shah  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
May 4, 2012

EXHIBIT A

1. U.S. and Foreign Patents

Patent No.	Country	Title	Issue Date
6,721,738	USA	Motion Password Control System	April 13, 2004
6,861,946	USA	Motion-Based Input System for Handheld Computers	March 1, 2005
6,970,095	USA	Theft Detection System and Method	November 29, 2005

2. U.S. and Foreign Patent Applications

Serial No.	Country	Title
10/128,384	USA	PC Card Security System
10/760,767	USA	Touch Detection System and Method
10/984,188	USA	Wireless Object Client Tracking System