

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marc Del Piero, Ch. 7 Trustee of FireEar, Inc., aka FireEar Incorporated, aka FireEar Corporation	01/18/2013
RECEIVING PARTY DATA	
Name:	FE Acquisition Corporation
Street Address:	1230 Montana Avenue, Suite 201
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90403
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13653323
Patent Number:	6850601
Patent Number:	8018337
Patent Number:	8289157
CORRESPONDENCE DATA	
Fax Number:	6023647070
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	602-364-7000
Email:	julie.eslick@bryancave.com
Correspondent Name:	Bryan Cave LLP
Address Line 1:	Two North Central Avenue, Suite 2200
Address Line 2:	Julie A. Eslick
Address Line 4:	Phoenix, ARIZONA 85004
ATTORNEY DOCKET NUMBER:	0343698
NAME OF SUBMITTER:	Julie A. Eslick
Total Attachments: 3 source=FireEar2#page1.tif source=FireEar2#page2.tif source=FireEar2#page3.tif	

CH \$160.00 13653323

## **ASSIGNMENT**

In consideration of the consideration recited in that certain Asset Purchase Agreement dated as of October 23, 2012 between ASSIGNOR and ASSIGNEE (as defined herein) and the agreements and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Marc Del Piero, the Chapter 7 trustee of the bankruptcy estate of Fireear, Inc., aka Fireear Incorporated, aka Fireear Corporation, a corporation organized under the laws of the State of California, having a principal place of business that was located at 890 Seale Avenue, Palo Alto, CA 94303, Case No. 12-55489 pending before the United States Bankruptcy Court for the Northern District of California, San Jose Division ("ASSIGNOR"), hereby assigns, transfers, sets over, conveys, and delivers to FE Acquisition Corp., a corporation organized under the laws of the State of California, having a principal place of business located at 1230 Montana Avenue, suite 201, Santa Monica, CA 90403, its successors and assigns (collectively referred to herein as "ASSIGNEE") all of ASSIGNOR's right, title, and interest "as-is" in, to, and under any and all subject matter of the invention(s) disclosed and/or claimed in the applications for United States patent, titled:

(1)

**CONDITION DETECTION AND NOTIFICATION SYSTEMS AND METHODS,**  
Patent Number 6,850,601; Issue Date February 1, 2005;

(2)

**EMERGENCY NOTIFICATION DEVICE AND SYSTEM**  
Patent Number 8,018,337; Issue Date September 13, 2011;

(3)

**EMERGENCY NOTIFICATION DEVICE AND SYSTEM**  
Patent Number 8,289,157; Issue Date October 16, 2012; and

(4)

**EMERGENCY NOTIFICATION DEVICE AND SYSTEM.**  
filed in the U.S. Patent and Trademark Office on October 16, 2012 under File Number  
13/653,323;

in, to, and under the said patents and any and all provisional, continuation, continuation-in-part, continued prosecution, request-for-continued-examination, and divisional applications thereof; in, to, and under, any exclusive right to make and prosecute any and all applications for patents, reissues, renewals, and extensions thereof; in, to, and under any and all patents and Convention and Treaty rights of all kinds, in the United States of America and all other countries throughout the world, for all such subject matter; in, to, and under any and all know-how and/or confidential, proprietary, and/or trade secret information relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to sue for present, past, and future infringement or misappropriation relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to enforce any rights and file any causes of action, in law and/or equity, relating to any such subject matter, applications, patents, and/or technology; and in, to, and under the right to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect to any such subject matter, applications, patents, and/or technology. The right, title, and interest is to be held and enjoyed by ASSIGNEE and its

successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had this Assignment not been made. ASSIGNOR requests the applicable official having authority to issue patents and/or corresponding rights to issue same on the subject matter of the said invention(s) to ASSIGNEE, its successors and assigns, and, if called upon by ASSIGNEE, its successors, assigns, or legal representatives, ASSIGNOR agrees to promptly sign any and all documents necessary to secure any and all such patents and/or rights and for issuance of same to ASSIGNEE or its successors and assigns.

ASSIGNOR confirms with ASSIGNEE, its successors, assigns, and legal representatives, that the interest and property hereby conveyed is free and clear of interests and liens as set forth in the order approving the sale entered in Case No. 12-55489 pending before the United States Bankruptcy Court for the Northern District of California, San Jose Division.

ASSIGNOR grants to ASSIGNEE, its successors, assigns, and legal representatives the power to insert on this Assignment any further identification, including the application number and filing dates, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNOR confirms that it has not made any agreement in conflict with this Assignment. ASSIGNOR further agrees that it will provide information within its knowledge or belief, and do any and all other relevant things that ASSIGNEE, its successors, assigns, or legal representatives reasonably deem necessary or desirable and request of me in connection with obtaining and/or maintaining any such patents and/or rights; in connection with any proceeding, controversy, and/or litigation pertaining to any such patents and/or rights; in order to perfect and/or enforce the ownership by ASSIGNEE, its successors and assigns, of the right, title, and interest conveyed by this Assignment, and/or in connection with this Assignment.

Date: January 8, 2013

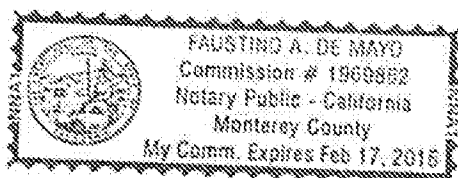
By: Marc Del Piero, TRUSTEE  
MARC DEL PIERO, CHAPTER 7  
TRUSTEE OF THE BANKRUPTCY  
ESTATE OF  
FIREAR INCORPORATED, AKA  
FIREAR INC., AKA  
FIREAR CORPORATION,  
CASE NO. 12-55489

STATE OF California :

COUNTY OF Monterey :

ss

On this 8<sup>th</sup> day of January, 2013, Marc Del Piero personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.



Faustino A. De Mayo  
Notary Public

My commission expires: Feb. 17, 2016

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

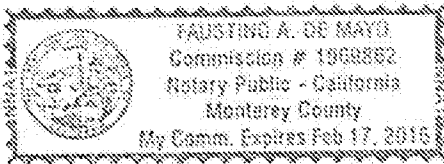
CIVIL CODE § 1189

State of California

County of Monterey

On January 8, 2013 before me, Faustino A. De Mayo, Notary Public  
Date Here insert Name and Title of the Officer

personally appeared Marc Del Piero  
Signature of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Faustino A. De Mayo  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Assignment

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

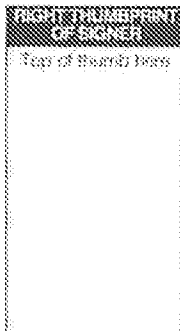
☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

