502356912 05/22/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Rudy Lars Larsen	05/21/2013

RECEIVING PARTY DATA

Name:	Smart Rain Systems, LLC	
Street Address:	86 South 1250 West	
City:	Centerville	
State/Country:	UTAH	
Postal Code:	84014	

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	61649824
Application Number:	13899544

CORRESPONDENCE DATA

Fax Number: 8014153500

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:	45922-3000USP1&U1
NAME OF SUBMITTER:	Alec J. McGinn
Signature:	/Alec J. McGinn, Reg. No. 64,076/
Date:	05/22/2013

Total Attachments: 2

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PATENT REEL: 030467 FRAME: 0386 **+ \$80.00 6164**

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to Smart Rain Systems, LLC ("ASSIGNEE"), a company of the state of Utah having a place of business at 86 South 1250 West, Centerville, Utah 84014, United States, the ASSIGNOR's entire right, title and interest for the United States and all other territories in and to any and all improvements which are disclosed in U.S. Provisional Patent Application No. 61/649,824, filed on May 21, 2012 ("the '824 Provisional Application"), titled IRRIGATION MANAGEMENT, such application(s) and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all other territories relating to any of such improvements; all original, reexamined and reissued patents or their legal equivalents which have been or shall be issued in the United States and all other territories on such improvements; and specifically including the right to file applications for patents or their legal equivalents under the provisions of any convention or treaty and claim priority based on such applications (all of the foregoing, collectively the "Intellectual Property Rights");

AUTHORIZE the ASSIGNEE to apply for and receive any and all patents or their legal equivalents in any territory relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all patents or their legal equivalents in any territory granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, security interest, license or other agreement or encumbrance affecting the rights and property herein conveyed, or ASSIGNEE's rights to the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that ASSIGNOR(S) possess(es) the full right to convey the same as herein expressed and to provide ASSIGNEE with all right, title and interest in and to the Intellectual Property Rights, including, but not limited to, the improvements and the '824 Provisional Application;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other applications for patents or their legal equivalents relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference and/or derivation proceedings, litigation or other proceeding relating to the improvements, the history thereof, the '824 Provisional Application or any of the other Intellectual Property Rights; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting

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title to such improvements, the '824 Provisional Application and all of the other Intellectual Property Rights in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements, the '824 Provisional Application and all of the other Intellectual Property Rights;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

Dated

, 2013

ASSIGNOR(S):

Name Residing at: Rudy Lars Larsen 1117 South 400 West

Bountiful, Utah 84010

United States

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