# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Sheppard David Narkier	10/11/2012
Anthony Bennett Bishop	10/09/2012
Alexis Salvatore Pecoraro	10/06/2012
Paul John Wanish	10/30/2012
Paul Edward Renaud	01/15/2013

#### **RECEIVING PARTY DATA**

Name:	Adaptivity, Inc.
Street Address:	5950 Fairview Road, Suite 800
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28210

# PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	12899456
Application Number:	12973599

# **CORRESPONDENCE DATA**

Fax Number:

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

Email: Docketing@emc.com
Correspondent Name: EMC Corporation
Address Line 1: 176 South Street
Address Line 2: Joseph D'Angelo

Address Line 4: HOPKINTON, MASSACHUSETTS 01748

ATTORNEY DOCKET NUMBER: EMC-13-0472

NAME OF SUBMITTER: Joseph D'Angelo

PATENT

502370845 REEL: 030540 FRAME: 0848

0 12899456

1 U

Signature:	/Joseph D'Angelo/
Date: 06/04/2013	

Total Attachments: 18

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> PATENT REEL: 030540 FRAME: 0849

### ASSIGNMENT OF INVENTION RIGHTS

## WHEREAS.

**Sheppard David NARKIER** 230 South Tryon Street, Apt 1204

Charlotte, NC 28202

**Anthony Bennett BISHOP** 6914 Summerhill Ridge Drive Charlotte, NC 28226

US

Paul Edward RENAUD 14 Cypress Gardens Ottawa, Ontario K2S1W5

CANADA

Alexis Salvatore PECORARO 12419 Kemerton Lane Huntersville, NC 28078 US

Paul John WANISH 695 Beacontree Court NW Concord. NC 28027 US

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (each hereinafter an "Invention"), for a full description of which reference is here made to the following patent property:

Application No.: 12/899,456

Titled: INFRASTRUCTURE CORRELATION ENGINE AND RELATED METHODS

Inventors: Sheppard David NARKIER, Anthony Bennett BISHOP, Paul Edward RENAUD,

Alexis Salvatore PECORARO and Paul John WANISH

October 6, 2010 Filed on:

Application No.: 12/973,599

Titled: INFRASTRUCTURE CORRELATION ENGINE AND RELATED METHODS

Sheppard David NARKIER, Anthony Bennett BISHOP, Paul Edward RENAUD, Inventors:

Alexis Salvatore PECORARO and Paul John WANISH

Filed on: December 20, 2010

(hereinafter "Patent Property");

WHEREAS.

ADAPTIVITY, INC. 5950 Fairview Road, Suite 800 Charlotte, NC 28210 US

(hereinafter "Assignee") is desirous of acquiring all rights, title, and interests in, to, and under the Inventions and the Patent Property, and in, to, and under any and all patents that have been or may be obtained for each of the Inventions, together with all rights corresponding thereto;

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey,

and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee, ab initio, any and all present and future right, title, and interest in, to and under:

- The Inventions:
- Any and all applications for patent for any of the Inventions that may be or have been filed in any and all countries, including the Patent Property;
- Any and all patents that may be or have been obtained for any of the Inventions in any and all countries:
- Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
- Any application claiming priority to any of the foregoing; and
- Any past or present right or cause of action arising with respect to any of the foregoing, including
  any right to sue for patent infringement, and any copyright in any embodiment of an Invention
  and any derivative right thereof,

(hereinafter collectively "Invention Rights").

#### FURTHERMORE.

Assignor hereby acknowledges that any and all Invention Rights related to any Invention were at least under obligations of assignment to Assignee at least as early as the time of conception of the Invention; that any and all Invention Rights related to any Invention already may have been assigned to Assignee, and that this "Assignment of Invention Rights" (hereinafter "Assignment") is being duly executed for at least the purposes of public recordation with the USPTO of Assignee's rights, title, and interests in the Invention Rights.

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application 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 application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee in connection herewith.

Effective with respect to each Invention at least as early as the time of conception of each such Invention, Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees 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 and the right to file for patent.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, and nominees of Assignee, without further written or oral authorization from Assignor.

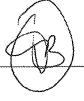
Assignor further hereby represents and warrants that Assignor is an original inventor of the Invention; and Assignor has reviewed and understood the contents of the Patent Property.

Finally, Assignor hereby authorizes and requests the Director of the United States Patent & Trademark Office to issue any patent included within the Invention Rights to Assignee.

[Signature Pages Follow]

This the // Raday of Cto Bur,	2012	
Assignor Stylled Range	III. (Signature)	
Sheppard David NARKIER	(Printed Name)	
Bernadicte J. Narbier Witness #1 Signature BERNADETTE T. NARKIER		
Witness #1 Signature	Witness #2 Signature	
BERNADETTE T. NARKER		
Witness #1 Name (print)	Witness #2 Name (print)	
Witness #1 Address Line 1	Witness #2 Address Line 1	
Witness #1 Address Line 2	Witness #2 Address Line 2	
NOTARY CERTIFICATE FOR  State of North Carolina  County of Machine		
~	······································	
United States of America	_	
On this day of OCHO bev		
I certify that the following person personally appeare she voluntarily signed the foregoing document for indicated:		
Shappard David Narkier	(person appearing before notary)	
Notary Signature: Mathan Sunts		
Printed Name: Sonathou Smith		
My Commission Expires: 12 21 2013		
(Notary Seal)  JONATHON SMITH  NOTARY PUBLIC  Mecklenburg County, North Carolina  My Commission Expires December 21, 2013		

Anthony Bennett BISHOP  (Printed Name)  Anthony Bennett BISHOP  (Printed Name)  Anthony Bennett BISHOP  (Printed Name)  Witness #1 Signature  Antistra Olmstead  Witness #2 Name (print)  Witness #2 Name (print)  Witness #1 Address Line 1  Charlet AC 28277  Witness #1 Address Line 2  NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT  State of North Carolina  County of Mecklenburs  United States of America  On this 9th day of October 2012  I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:  Anthony Bennett Bishop (person appearing before notary)
Witness #1 Signature  Witness #2 Signature  Witness #2 Signature  Witness #2 Name (print)  Witness #2 Name (print)  Witness #2 Name (print)  Witness #2 Name (print)  Witness #2 Address Line 1  Charlish Dinstead  Witness #2 Name (print)  Witness #2 Address Line 2  NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT  State of North Carolina  County of Mecklen burs  On this 9th day of October  I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:  On the County of the County of the purpose stated therein and in the capacity indicated:
Witness #1 Name (print)  Witness #2 Address Line 1  Witness #2 Address Line 1  Witness #2 Address Line 2  NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT  State of North Carolina  County of Mecklen burs  United States of America  On this 9th day of Otto ber I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
Witness #1 Name (print)  Witness #2 Name (print)  Witness #3 Name (print)  Witness #3 Name (print)  Witness #4 Address Line 1  Charlotte, NC 28277  Witness #4 Address Line 2  NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT  State of North Carolina  On this 9th day of October  I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
Witness #1 Address Line 1  Witness #2 Address Line 2  Witness #2 Address Line 2  NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT  State of North Carolina  County of Mecklen burs  United States of America  On this 44 day of October  I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
Witness #1 Address Line 2  NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT  State of
State of North Carolina  County of Mecklen burs  United States of America  On this 94 day of October , 2012.  I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
State of North Carolina  County of Mecklen burs  United States of America  On this 94 day of October , 2012.  I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
United States of America  On this
United States of America  On this
United States of America  On this
I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:
indicated:
Anthony Bennett Bishop (person appearing before notary)
$\mathcal{L}_{i}$
Notary Signature: Notary Signa
Printed Name: Kristin Banks
My Commission Expires: September 12,2015
(Notary Seal)  Kristen Banks Notary Public  Mecklenburg County North Carolina My Commission Expires 9/12/2015



This the	day of	·
Assignor		(Signature)
	Paul Edward RENAUD	(Printed Name)
Witness #1 S	signature	Witness #2 Signature
Witness #1 N	Jame (print)	Witness #2 Name (print)
Witness #1 A	ddress Line 1	Witness #2 Address Line 1
Witness #1 A	ddress Line 2	Witness #2 Address Line 2
	NOTARY CERTIFICATE	E FOR ACKNOWLEDGEMENT
State of		)
County of		)
United States	s of America	
On this	day of	
		peared before me and acknowledged to me that he or it for the purpose stated therein and in the capacity
		(person appearing before notary)
Notary Signa	ture:	
Printed Name	ə:	
(Notary Seal)		

This the 6 day of October	, <u>2012</u>		
Assignor Abatoro,	Kun (Signature)		
Alexis-Salvatore PECORARO	(Printed Name)		
Withest #1 Signatur	Status Lagy Status Witness #2 Signature		
Witness #1 Name (print)	Stacey Edgery Witness #2 Name (print)		
Witness #1 Address Line 1	14215 Market Square Witness #2 Address Line 1		
Witness #1 Address Line 2	Huntersville in CZ8078 Witness #2 Address Line 2		
NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT			
State of NC	)		
county of MOKLUNDU			
United States of America			
On this 6th day of 04			
she voluntarily signed the foregoing document to indicated:	ared before me and acknowledged to me that he or for the purpose stated therein and in the capacity		
Alexis Salintone	Penyoun (person appearing before notary)		
Notary Signature: \\ \mathref{Minimal} \tag{\text{Min Bay}}	LL		
Printed Name: Lation Color	WA		
My Commission Expires: May 07 00	)(P)		
Kelvin C Bailey (Notary Seal) NOTARY PUBLIC	.e		
(Notary Seal) NOTARY PUBLIC Mecklenburg County, NC			

This the $30^{\circ}$ day of $00^{\circ}$	x+ 2012
Assignor Jan han	A (Signatura)
Assignor	(Signature)
Paul John WANISH	(Printed Name)
Alicia Harrish	2 Jean Wanish
Witness #1 Signature	Withess #2 Signature
Alicia Wanish	V Jean Ann Wanish.
Witness #1 Name (print)	Witness #2 Name (print)
695 Beacon Tree Ct NW Witness #1 Address Line 1	300 W 5th St # 406 Witness #2 Address Line 1
Concord, NC 28027	Charlotte NC 28203
Witness #1 Address Line 2	Witness #2 Address Line 2
NOTARY CERTIFICAT	E FOR ACKNOWLEDGEMENT
State of NC	) · · · · · · · · · · · · · · · · · · ·
County of Cabarru	2
United States of America	
On this 30 h day of QC+	2012
I certify that the following person personally ap	ppeared before me and acknowledged to me that he or
indicated:	nt for the purpose stated therein and in the capacity
-Paul John	Man ISA (person appearing before notary)
and the second of the second o	A A O
Notary Signature:	n toll
Printed Name:	Doke
My Commission Expires:	127 2014
(Notary Seal) LUANN DOKI	
Mecklenburg County	
My Commission Expires Sep	t. 27, 2014

# ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the assignment of the Invention Rights as set forth above.		
This the <u>33rd</u> day of <u>March</u> , <u>C</u>	2013	
ADAPTIVITY, INC.	(Assignee)	
By: 12 Dell	(Signature)	
Keun J. Dell	(Printed Name)	
Exactive Via President, Some	(Representative Title)	
Witness #1 Signature	Witness #2 Signature	
Witness #1 Name (print)	Witness #2 Name (print)	
Witness #1 Address Line 1	Witness #2 Address Line 1	
Witness #1 Address Line 2	Witness #2 Address Line 2	
NOTARY CERTIFICATE FOR A	CKNOWLEDGEMENT	
State of NEW Jersey	)	
County of Mannouth		
United States of America		
on this 33 <sup>rd</sup> day of March	<u></u>	
I certify that the following person personally appeared she voluntarily signed the foregoing document for the indicated:		
Kevin J. Dell	/ (person appearing before notary)	
Notary Signature:	<u>Deles</u>	
Printed Name: TEUIN J DEI		
My Commission Expires: 1女分分 ② ①	16	
(Notary Seal)	LIÑDA A GILES Nôtery Public	
	State of New Jersey My Commission Expires Dec 23, 2015	

### ASSIGNMENT OF INVENTION RIGHTS

## WHEREAS.

**Sheppard David NARKIER** 230 South Tryon Street, Apt 1204

Charlotte, NC 28202

**Anthony Bennett BISHOP** 6914 Summerhill Ridge Drive Charlotte, NC 28226

US

Paul Edward RENAUD 14 Cypress Gardens Ottawa, Ontario K2S1W5

CANADA

Alexis Salvatore PECORARO 12419 Kemerton Lane Huntersville, NC 28078 US

Paul John WANISH 695 Beacontree Court NW Concord. NC 28027 US

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (each hereinafter an "Invention"), for a full description of which reference is here made to the following patent property:

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Titled: INFRASTRUCTURE CORRELATION ENGINE AND RELATED METHODS

Inventors: Sheppard David NARKIER, Anthony Bennett BISHOP, Paul Edward RENAUD,

Alexis Salvatore PECORARO and Paul John WANISH

October 6, 2010 Filed on:

Application No.: 12/973,599

Titled: INFRASTRUCTURE CORRELATION ENGINE AND RELATED METHODS

Sheppard David NARKIER, Anthony Bennett BISHOP, Paul Edward RENAUD, Inventors:

Alexis Salvatore PECORARO and Paul John WANISH

Filed on: December 20, 2010

(hereinafter "Patent Property");

WHEREAS.

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(hereinafter "Assignee") is desirous of acquiring all rights, title, and interests in, to, and under the Inventions and the Patent Property, and in, to, and under any and all patents that have been or may be obtained for each of the Inventions, together with all rights corresponding thereto;

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey,

and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee, ab initio, any and all present and future right, title, and interest in, to and under:

- The Inventions:
- Any and all applications for patent for any of the Inventions that may be or have been filed in any and all countries, including the Patent Property;
- Any and all patents that may be or have been obtained for any of the Inventions in any and all countries:
- Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
- Any application claiming priority to any of the foregoing; and
- Any past or present right or cause of action arising with respect to any of the foregoing, including
  any right to sue for patent infringement, and any copyright in any embodiment of an Invention
  and any derivative right thereof,

(hereinafter collectively "Invention Rights").

#### FURTHERMORE.

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Effective with respect to each Invention at least as early as the time of conception of each such Invention, Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees 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 and the right to file for patent.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, and nominees of Assignee, without further written or oral authorization from Assignor.

Assignor further hereby represents and warrants that Assignor is an original inventor of the Invention; and Assignor has reviewed and understood the contents of the Patent Property.

Assignee acknowledges that Assignor has prior art that is described in the Patent Property and Assignee agrees that nothing in this Assignment precludes the ongoing or future use of such prior art by Assignor.

Finally, Assignor hereby authorizes and requests the Director of the United States Patent & Trademark Office to issue any patent included within the Invention Rights to Assignee.

[Signature Pages Follow]

This the	day of	_,·
Assignor	_	(Signature)
	Sheppard David NARKIER	(Printed Name)
Witness #1 S	ignature	Witness #2 Signature
Witness #1 N	ame (print)	Witness #2 Name (print)
Witness #1 A	ddress Line 1	Witness #2 Address Line 1
Witness #1 A	ddress Line 2	Witness #2 Address Line 2
	NOTARY CERTIFICATE	FOR ACKNOWLEDGEMENT
State of		)
County of		)
United States	of America	
On this	day of	
		eared before me and acknowledged to me that he or for the purpose stated therein and in the capacity
		(person appearing before notary)
Notary Signat	cure:	
.,		
(Notary Seal)		

This the	day of	_,·
Assignor		(Signature)
	Anthony Bennett BISHOP	(Printed Name)
Witness #1 Si	ignature	Witness #2 Signature
Witness #1 N	ame (print)	Witness #2 Name (print)
Witness #1 A	ddress Line 1	Witness #2 Address Line 1
Witness #1 A	ddress Line 2	Witness #2 Address Line 2
	NOTARY CERTIFICATE	FOR ACKNOWLEDGEMENT
State of		)
County of		)
United States	of America	
On this	day of	
		eared before me and acknowledged to me that he or for the purpose stated therein and in the capacity
		(person appearing before notary)
Notary Signat	ure:	
(Notary Seal)		

· · · · · · · · · · · · · · · · · · ·	<b>*</b>
This the 15th day of Jan	2013 THE TORONTO DOLLARANTEED
This the day of,	THE TORONTO-DOMINION BANK
Assignor	STITTSVILLE, ONTARIO K25 244
- Francis	Joj
Paul Edward RENAUD	(Printed Name)
	111
Deautt	V W
Witness #1 Signature	Witness #2 Signature Case and the Secretary
Sherry Leavitt	Janathon Theil Witness #2 Name (print) the series we calculate
Witness #1 Name (print) # 66 19 Shape 1997	Witness #2 Name (print)計引 \$11(公司) 28(公司)
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County of	- Desirable of the second of t
United States of America	the state of the s
On thisday of	
I certify that the following person personally appear she voluntarily signed the foregoing document for indicated:	
्रे राज्याः । ताजीवसं प्रकारितः प्रकारितः स्वप्रावृक्षः ।	(person appearing before notary)
Notary Signature:	The second secon
Printed Name:	ार्वकार १३ स्थापन
My Commission Expires:	් කරණ්ණම් ජායක්රමයක් මේවී
3	

This the	day of	,·
Assignor		(Signature)
	Alexis Salvatore PECORARO	(Printed Name)
Witness #1 S	ignature	Witness #2 Signature
Witness #1 N	ame (print)	Witness #2 Name (print)
Witness #1 A	ddress Line 1	Witness #2 Address Line 1
Witness #1 A	ddress Line 2	Witness #2 Address Line 2
	NOTARY CERTIFICATE F	OR ACKNOWLEDGEMENT
State of		)
County of		)
United States	of America	
On this	day of	
		ared before me and acknowledged to me that he or or the purpose stated therein and in the capacity
		(person appearing before notary)
Notary Signat	ure:	
wiy Collillissi	οπ Ελ <b>ρ</b> πεδ	
(Notary Seal)		

This the	day of	
Assignor	_	(Signature)
	Paul John WANISH	(Printed Name)
Witness #1 S	ignature	Witness #2 Signature
Witness #1 N	ame (print)	Witness #2 Name (print)
Witness #1 A	ddress Line 1	Witness #2 Address Line 1
Witness #1 A	ddress Line 2	Witness #2 Address Line 2
	NOTARY CERTIFICA	TE FOR ACKNOWLEDGEMENT
State of		)
County of	-	)
United States	of America	
On this	day of	,
		appeared before me and acknowledged to me that he or ent for the purpose stated therein and in the capacity
		(person appearing before notary)
Notary Signat	cure:	
(Notary Seal)		

# ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the assignment of the Invention Rights as set forth above.				
This the 33rd day of March,	2013.			
ADAPTIVITY, INC.	(Assignee)			
By: KDell	(Signature)			
Keun J. Dell	(Printed Name)			
Exactive Via President, Secre	िर्मु (Representative Title)			
Witness #1 Signature	Witness #2 Signature			
Witness #1 Name (print)	Witness #2 Name (print)			
Witness #1 Address Line 1	Witness #2 Address Line 1			
Witness #1 Address Line 2	Witness #2 Address Line 2			
NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT				
State of NOW Vergly	}			
county of Monnoush				
United States of America  On this 33 day of MONA, 2013, I certify that the following person personally appeared before me and acknowledged to me that he or				
she voluntarily signed the foregoing document for t indicated:	ne purpose stated therein and in the capacity			
tevin J. Dell	(person appearing before notary)			
Notary Signature: All O. Dello				
Printed Name: Peuin ) Dull				
My Commission Expires: 12 13/ 20	15			
(Notary Seal)	LIÑDA A GILES Notury Public			
	State of New Jersey My Commission Expires Dec 23, 2015			