

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
North South Holdings Inc.	07/31/2013
RECEIVING PARTY DATA	
Name:	Guidance IP LLC
Street Address:	110 Greene Street, Suite 403
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5719584
CORRESPONDENCE DATA	
Fax Number:	2129309725
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6468102180
Email:	fdiaba@srff.com
Correspondent Name:	Franciscus Diaba
Address Line 1:	Sichenzia Ross Friedman Ference LLP
Address Line 2:	61 Broadway
Address Line 4:	New York, NEW YORK 10006
NAME OF SUBMITTER:	Franciscus Diaba
Signature:	/franciscus diaba/
Date:	08/01/2013
Total Attachments: 3 source=Assignment (North South - Guidance)#page1.tif source=Assignment (North South - Guidance)#page2.tif source=Assignment (North South - Guidance)#page3.tif	

OP \$40.00 5719584

**FORM OF  
DEED OF ASSIGNMENT**

THIS DEED OF ASSIGNMENT ("Assignment"), EFFECTIVE AS OF July 30, 2013, IS MADE BY AND BETWEEN

North South Holdings Inc. (hereinafter "**ASSIGNOR**"), a Delaware Corporation, with its principal place of business located at 110 Greene Street, Suite 403, New York, New York 10012; and

Guidance IP LLC (hereinafter "**ASSIGNEE**"), a Delaware company, with its principal place of business located at 110 Greene Street, Suite 403, New York, New York 10012.

WHEREAS:

- A **ASSIGNOR** is the sole owner in respect of the patent listed in the attached Appendix (hereinafter "**PATENT**"); and
- B **ASSIGNEE** is desirous of acquiring all of the worldwide right, title and interest in and to the **PATENT** and the inventions disclosed therein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, **ASSIGNOR** has sold, assigned and transferred, and does hereby sell, assign and transfer to **ASSIGNEE** all of the worldwide right, title and interest in (i) the **PATENT** and the inventions and improvements disclosed therein; (ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals, reexaminations and foreign counterparts thereof, and other patents, patent applications, certificates of invention other governmental grants resulting from the **PATENT**; (iii) all patents and applications which claim priority to or have common disclosure or common priority with any such patents or patent applications (for the avoidance of doubt, patents which include partial commonalities such as figures or patents whose features of the inventions are different from those of the **PATENT** are excluded), and (iv) any **PATENT** that as of the Effective Date is subject to a Disclaimer Issue with respect to any other such patent or patent application; and (v) all rights corresponding to any of the foregoing throughout the world (including the right to claim the priority date of any of the **PATENT** and the right to sue for and recover damages for any past, present or future infringement of the Patents), the same to be held and enjoyed by **ASSIGNEE** for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms of said **PATENT** granted or reissued or reexamined as fully and entirely as the same would have been held and enjoyed by **ASSIGNOR**, if this assignment and sale had not been made.

IN WITNESS WHEREOF, **ASSIGNOR** has caused these presents to be signed by its duly appointed trustee having full authority to convey its property; and **ASSIGNEE** has caused these presents to be signed by its duly appointed trustee.

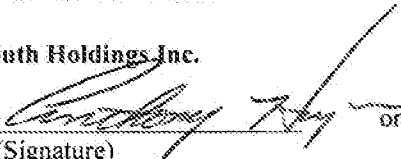
And if the issue date and/or patent number of any of the **PATENT** is unknown to **ASSIGNOR** and **ASSIGNEE** at the time this Assignment is executed, **ASSIGNOR** does hereby authorize its attorneys to insert on this Assignment the issue date and patent number of said **PATENT** when known.

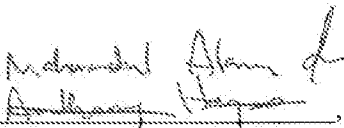
**ASSIGNOR** hereby declares that **ASSIGNEE** may take the steps for recordal of this assignment in the sole name of **ASSIGNEE**.

**ASSIGNOR** hereby undertakes that it shall, without further consideration, but at the expense of **ASSIGNEE**, execute all documents and do all such acts and things necessary and reasonably requested by **ASSIGNEE** to enable Letters Patent or any other form of protection to be issued in respect of any of said **PATENT** and the inventions disclosed therein in any part of the world. **ASSIGNOR** also agrees, without further consideration, but at the expense of **ASSIGNEE**, to enable or to assist **ASSIGNEE** to defend oppositions thereto, to maintain the **PATENT** and to prosecute for the infringement thereof.

SIGNED for and on behalf of

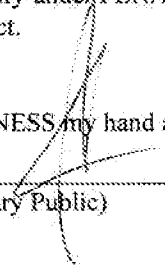
North South Holdings Inc.

By  on July 30, 2013  
(Signature) (Date)  
PRESIDENT & CEO  
ANTHONY HAYES  
(Print Name and Title)

On this 30<sup>th</sup> day of July 2013 before me, , personally appeared Anthony Hayes, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of New York that the foregoing paragraph is true and correct.

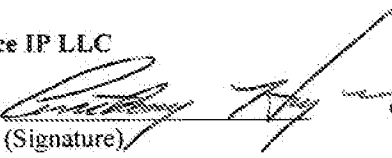
WITNESS my hand and official seal.

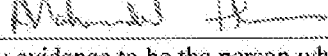
  
(Notary Public)

MAHMUDUL ALAM  
NOTARY PUBLIC STATE OF NEW YORK  
KINGS COUNTY, LC #01AL0222821  
COMM. EXP. 7/1/15

SIGNED for and on behalf of

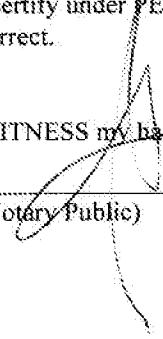
Guidance IP LLC

by  on July 30, 2013  
(Signature) (Date)  
ANTHONY HAYES, Manager  
(Print Name and Title)

On this 30<sup>th</sup> day of July 2013 before me, , personally appeared Anthony Hayes, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of New York that the foregoing paragraph is true and correct.

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(Notary Public)

MAHMUDUL ALAM  
NOTARY PUBLIC STATE OF NEW YORK  
KINGS COUNTY, LC #01AL0222821  
COMM. EXP. 7/1/15

**EXHIBIT A  
LISTED PATENTS**

Date Format (MM/DD/YYYY)

1. United States Listed Issued Patents

US Issued Patents

Patent Number	Filing Date	Application Number	Issue Date	Title
5,719,584	9/3/1996	706,909	2/17/1998	System and Method for Determining the Geolocation of a Transmitter