502778139 04/22/2014

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RICHARD P. EDMONDSON	04/21/2014
JONATHAN B. HANKS	04/21/2014

RECEIVING PARTY DATA

Name:	POLARIS SENSOR TECHNOLOGIES, INC.
Street Address:	200 WESTSIDE SQUARE
Internal Address:	SUITE 320
City:	HUNTSVILLE
State/Country:	ALABAMA
Postal Code:	35801

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14257472

CORRESPONDENCE DATA

Fax Number: (256)517-5200

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ATTORNEY DOCKET NUMBER:	203995-301035
NAME OF SUBMITTER:	ANGELA HOLT
SIGNATURE:	/Angela Holt/
DATE SIGNED:	04/22/2014

Total Attachments: 3

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PATENT 502778139 REEL: 032731 FRAME: 0821

ASSIGNMENT

THIS AGREEMENT is entered into this ______ day of _______, 2014, by and between RICHARD P. EDMONDSON and JONATHAN B. HANKS ("ASSIGNOR"), and POLARIS SENSOR TECHNOLOGIES, INC. having an office located at 200 Westside Square, Suite 320, Huntsville, Alabama 35801 ("ASSIGNEE").

WITNESSETH:

WHEREAS, ASSIGNOR has made a contribution and/or had involvement in the development of a "PEDESTRIAN RIGHT OF WAY MONITORING AND REPORTING SYSTEM AND METHOD," the subject of which was filed in a non-provisional patent application with the United States Patent and Trademark Office on 04/21/14, under Serial No. 14/257472 which claims priority to provisional patent application Serial No. 61/813,783 filed on April 19, 2013 (the "Invention"); and

WHEREAS, ASSIGNOR desires to sell, assign, and transfer all right, title, and interest throughout the world to the Invention to ASSIGNEE; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to the aforesaid Invention; and

WHEREAS, both ASSIGNOR and ASSIGNEE are in agreement on the terms and conditions upon which such transfer shall occur.

NOW THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged:

1. ASSIGNMENT

ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, its successors, and assigns, the entire right, title, and interest throughout the world in and to the Invention, including any and all patent applications and patents of every country for said invention, also including all provisionals, non-provisionals, divisionals, continuations, substitutes, renewals, reissues, and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such inventions and/or improvements to said invention; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions and/or improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States.

2. REPRESENTATIONS & WARRANTIES

- A. ASSIGNOR hereby represents and warrants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned; and
- B. ASSIGNOR hereby represents and warrants, when requested, and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all papers useful in connection with said United States and foreign applications, including provisional, divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said invention and/or improvements; execute all rightful oaths, declarations, assignments, powers of attorney, and other useful papers; communicate to the ASSIGNEE all facts known to the undersigned relating to said invention

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and/or improvements and the history thereof; and generally do everything possible which the ASSIGNEE, its successors, assigns, and nominees, shall consider desirable for vesting title to said invention and/or improvements, and for securing, maintaining and enforcing proper patent protection for said invention and/or improvements.

3. AUTHORIZATION

ASSIGNOR hereby authorizes and requests the Commissioner for Patents, or other issuing authority, to issue any and all United States and foreign patents granted for said Invention and/or improvements to the above-named ASSIGNEE, its successors, and assigns.

ASSIGNOR hereby authorizes and requests attorneys, Bradley Arant Boult Cummings LLP, located in Huntsville, Alabama, to insert, where indicated above, the serial number and filing date of the Patent Application when known.

TO BE BINDING on the heirs, assigns, representatives, and successors of the ASSIGNOR and extend to the successors, assigns, and nominees of the ASSIGNEE.

Signature: Date: 4-21-14
Richard P. Edmondson

COUNTY OF MADISON

STATE OF ALABAMA

Notary Public

My commission expires on: _

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Sept 9, 2015 BONDED THRU NOTARY PUBLIC UNDERWRITERS Attorney Docket No. 203995-301035

Signature: Jonathan B. Hanks	Date: 4 21-2014
COUNTY OF MADISON	
STATE OF ALABAMA	
BEFORE ME, the undersigned authority, on this21	
Notary Public My commission expires on:	NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Sept 9, 2015 BONDED THRU NOTARY PUBLIC UNDERWRITERS