503614740 12/16/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3661371

SUBMISSION TYPE: NATURE OF CONVEYANCE:		NEW ASSIGNMENT ASSIGNMENT				
					CONVEYING PARTY	DATA
		Name	Execution Date			
JEFFREY O. SMITH			10/20/2015			
RODNEY C. MONTRO	DSE		10/20/2015			
RECEIVING PARTY [ΟΑΤΑ					
Name:	NUMERE	NUMEREX CORP				
Street Address:	3330 CU	3330 CUMBERLAND BLVD., SE				
Internal Address:	SUITE 70	00				
City:	ATLANT	ATLANTA				
State/Country:	GEORGI	GEORGIA				
Postal Code:	30339					
Property Typ Application Number:		Number 14872780				
Application Number:						
	DATA					
CORRESPONDENCE Fax Number:		214)740-1499				
	•	the e-mail address first; if that is un	successful. it will be sent			
using a fax number,	if provided;	if that is unsuccessful, it will be se				
, i i i i i i i i i i i i i i i i i i i		214) 740-1438				
		naryjok@bellnunnally.com				
•		RAIG J. COX 232 MCKINNEY AVENUE, SUITE 14(
Address I ine 1.						
Address Line 1: Address Line 2:		-				
Address Line 1: Address Line 2: Address Line 4:	В	ELL NUNNALLY & MARTIN LLP ALLAS, TEXAS 75204				
Address Line 2: Address Line 4:	B	ELL NUNNALLY & MARTIN LLP				
Address Line 2: Address Line 4: ATTORNEY DOCKET	B D NUMBER:	ELL NUNNALLY & MARTIN LLP ALLAS, TEXAS 75204				
Address Line 2: Address Line 4: ATTORNEY DOCKET NAME OF SUBMITTER	B D NUMBER:	ELL NUNNALLY & MARTIN LLP ALLAS, TEXAS 75204 07449-00100				
Address Line 2:	B D NUMBER:	ELL NUNNALLY & MARTIN LLP ALLAS, TEXAS 75204 07449-00100 CRAIG J. COX				
Address Line 2: Address Line 4: ATTORNEY DOCKET NAME OF SUBMITTER SIGNATURE:	B D NUMBER:	ELL NUNNALLY & MARTIN LLP ALLAS, TEXAS 75204 07449-00100 CRAIG J. COX /Craig J. Cox/				
Address Line 2: Address Line 4: ATTORNEY DOCKET NAME OF SUBMITTER SIGNATURE: DATE SIGNED:	B D NUMBER:	ELL NUNNALLY & MARTIN LLP ALLAS, TEXAS 75204 07449-00100 CRAIG J. COX /Craig J. Cox/ 12/16/2015				
Address Line 2: Address Line 4: ATTORNEY DOCKET NAME OF SUBMITTER SIGNATURE: DATE SIGNED: Fotal Attachments: 4	B D NUMBER: R: 49-100#page 49-100#page	ELL NUNNALLY & MARTIN LLP ALLAS, TEXAS 75204 07449-00100 CRAIG J. COX /Craig J. Cox/ 12/16/2015 e1.tif e2.tif				

Form **PTO-1595** (Rev. 06-12) OMB No. 0651-0027 (exp. 04/30/2015) U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FORM COVER SHEET						
PATENTS ONLY						
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.						
1. Name of conveying party(ies)	2. Name and address of receiving party(ies) Name: Numerex Corp.					
Jeffrey O. Smith Rodney C. Montrose						
Rouney of nonerood	Internal Address:					
Additional name(s) of conveying party(ies) attached?						
3. Nature of conveyance/Execution Date(s):	Street Address: 3330 Cumberland Blvd., SE,					
Execution Date(s) 10/20/2015	Suite 700					
Assignment Merger						
Security Agreement Change of Name	City: <u>Atlanta</u>					
Joint Research Agreement	State: Georgia					
Government Interest Assignment	Country: US Zip: 30339					
Executive Order 9424, Confirmatory License						
Other	Additional name(s) & address(es) attached? 🔄 Yes 🔳 No					
	document serves as an Oath/Declaration (37 CFR 1.63).					
A. Patent Application No.(s)	B. Patent No.(s)					
14/972 780						
14/872,780						
Additional numbers at	ached? Yes No					
5. Name and address to whom correspondence	6. Total number of applications and patents					
concerning document should be mailed: Name: Craig J. Cox	involved:					
	7. Total fee (37 CFR 1.21(h) & 3.41) \$_0					
Internal Address: Bell Nunnally & Martin LLP						
	Authorized to be charged to deposit account					
Street Address: 3232 McKinney Avenue, Suite 1400						
	None required (government interest not affecting title)					
City: Dallas	8. Payment Information					
State: TexasZip: 75204						
Phone Number: (214) 740-1438	Demosit Associat Number 502558					
Docket Number: ' 07449–00100	Deposit Account Number 502558					
Email Address: craigc@bellnunnally.com	Authorized User Name Craig J. Cox					
9. Signature:	December 16, 2015					
Signature	Date					
Craig J. Cox	Total number of pages including cover sheet, attachments, and documents:					
Name of Person Signing Documents to be recorded (including cover shee	t) should be faxed to (571) 273-0140, or mailed to:					
Mail Stop Assignment Recordation Services, Director o	f the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450					

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Jeffrey O. Smith, residing at 5016 Tanbark Road, Dallas, TX 75229; and Rodney C. Montrose, residing at 1713 San Jacinto Drive, Allen, Texas 75013 (hereinafter referred to as Assignors);

WHEREAS, Assignors have invented certain new and useful improvements in "Coordination of Gas Pump with Tank Level Sensors for Fraud Detection", set forth in a Patent application for Letters Patent of the United States, filed October 1, 2015, Application No. 14/872,780; and

WHEREAS, Numerex Corp., a Corporation organized under and pursuant to the laws of Pennsylvania having its principal place of business at 3330 Cumberland Blvd., SE, Suite 700, Atlanta, GA 30339 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the joint and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any

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Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification 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:

Bell Nunnally & Martin LLP

All practitioners at Customer Number 94611

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 10/20/15 Signature: JAR MAA Jeffrey O. Smith
United States of America) State of ss.: County of ss.: County of ss.:
On this 20 day of 20 , 20 before me personally came Jeffrey O. Smith, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public My Commission Expires: <u>\8\19</u>

Date: 10/20/15		Signature: Rodney C. Montrose	-
United States of America State of <u>T</u>)) ss.:)	ELIZABETH KEELER Notary Public, State of Texas My Commission Expires July 08, 2019	

On this <u>Lo</u> day of <u>2015</u> before me personally came Rodney C. Montrose, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

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Notary Public My Commission Expires: <u>\Blig</u>

RECORDED: 12/16/2015

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