# 504205964 01/31/2017

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
MARK I. FITCHMUN	12/18/2010

### **RECEIVING PARTY DATA**

Name:	SOMATEK
Street Address:	3937 SOUTHVIEW DRIVE
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92117

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15402157

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	FTCHM.002C3
NAME OF SUBMITTER:	ERIC M. NELSON
SIGNATURE:	/Eric Nelson/
DATE SIGNED:	01/31/2017

## **Total Attachments: 2**

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PATENT 504205964 REEL: 041137 FRAME: 0238

Serial No.: 11/119,229 Docket Number: FTCHM.002A

Filing Date: April 28, 2005 Page 1 of 2

#### **ASSIGNMENT**

WHEREAS, Mark I. Fitchmun, a United States of America citizen, residing at San Diego, California, (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to SYSTEM AND METHOD FOR PROVIDING PARTICULARIZED AUDIBLE ALERTS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing with the United States Patent and Trademark Office (hereinafter the "Application);

AND WHEREAS, Somatek (hereinafter the "ASSIGNEE"), a California Corporation, with its principal place of business at 3937 Southview Drive, San Diego, CA 92117, desires to acquire the entire right, title, and interest in and to the Application and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in THE APPLICATION and THE WORK, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application No(s), 60/568,083, filed May 3, 2004 (respectively if plural applications)), and all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, Assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

PATENT REEL: 041137 FRAME: 0239 Serial No.: 11/119,229 Filing Date: April 28, 2005 Docket Number: FTCHM.002A

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 18 day Dec 18, 2010.	of

mark I Filch

Mark I. Fitchmun

STATE OF CALIFORNIA

SS.

**COUNTY OF** 

On 18, 2010, before me, personally appeared Mark I. Fitchmun who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted. executed the instrument.

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

WITNESS my hand and official seal.

[SEAL]

RECORDED: 01/31/2017

JENNIFER M. HOFFMAN Commission # 1869012 Notary Public - California

San Diego County My Comm. Expires Oct 23, 2013 ∲ry Signatur

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**PATENT REEL: 041137 FRAME: 0240** 

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