

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT
NATURE OF CONVEYANCE:		ASSIGNMENT
CONVEYING PARTY DATA		
Name		Execution Date
Tripac Systems Incorporated		09/30/2008
RECEIVING PARTY DATA		
Name:	Tripac Systems LLC	
Street Address:	177 South Bellaire Street	
Internal Address:	Suite 332	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80222	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7142997	
CORRESPONDENCE DATA		
Fax Number:	(303)573-1833	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3035731600	
Email:	bhamilton@joneskeller.com	
Correspondent Name:	Brad H. Hamilton	
Address Line 1:	1625 Broadway	
Address Line 2:	16th Floor	
Address Line 4:	Denver, COLORADO 80202	
ATTORNEY DOCKET NUMBER:	14013	
NAME OF SUBMITTER:	Brad H. Hamilton	
Total Attachments: 2		
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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS made as of the 30th day of September, 2008, by **Tripac Systems, Incorporated**, a Colorado corporation ("*Assignor*"), to **Tripac Systems, LLC**, a Colorado limited liability company ("*Assignee*"). This assignment is made in reference to the following:

A. Assignee and Assignor are parties to a Contribution Agreement dated as of 30, September , 2008 (the "*Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the patents of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

B. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patent listed below (all of the foregoing being referred to herein as the "*Patents*"):

U.S. Registration No.	Registration Date
7,142,997	November 28, 2006

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

TRIPAC SYSTEMS INCORPORATED

By: [Signature]
Name: ROBERT B. WIDNER
Title: PRESIDENT

State of Colorado)
County of Denver) ss:

On this 30th day of September, 2008, before me, Robert Widner, personally appeared President of Tripac Systems, Incorporated, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within 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.

Witness my hand and official seal.

[Signature]
Notary Public

