

09-14-1998

FORM PTO-1595

RE

SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

Patent and Trademark Office



100829900

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying part(ies):

Michael O. Council

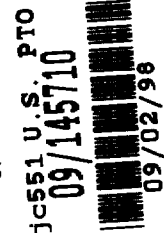
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: CBT Flint Partners

Street Address: 186 Hurt Drive  
Cordele, Georgia 31015

Additional name(s) & address(es) attached?  Yes  No



3. Nature of conveyance:

9-2-98

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: August 31, 1998

4. Application number(s) or patent number(s): 09145710

If this document is being filed together with a new application, the execution date of the application is: September 2, 1998

- A. Patent application No.(s)
- B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Daniel J. Santos**  
Thomas, Kayden, Horstemeyer & Risley, L.L.P.  
100 Galleria Parkway, Suite 1500  
Atlanta, Georgia 30339

6. Total number of applications/patents involved: [ # ]

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

20-0778  
(Attach duplicate copy of this page if paying by Deposit Account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel J. Santos

Typed Name

Signature

September 2, 1998  
Date

Docket #: 240304-1020

Total number of pages including cover sheet, attachments, and document: [4]

Mail documents to be recorded with required cover sheet information to:  
Assistant Commissioner for Patents, Box Assignments  
Washington, D.C. 20231

**ASSIGNMENT AND AGREEMENT**

WHEREAS:

| <u>Name</u>        | <u>Address</u>                         |
|--------------------|--|
| Michael O. Council | 186 Hurt Drive, Cordele, Georgia 31015 |

hereinafter referred to as ASSIGNOR, has/have invented certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent entitled:

**A METHOD AND APPARATUS FOR BILLING A FEE TO A  
PARTY INITIATING AN ELECTRONIC MAIL COMMUNICATION WHEN THE  
PARTY IS NOT ON AN AUTHORIZATION LIST ASSOCIATED WITH THE  
PARTY TO WHOM THE COMMUNICATION IS DIRECTED**

which was:

- executed on even date herewith,  
 filed with the United States Patent and Trademark Office on \_\_\_\_\_, and assigned Serial No. \_\_\_\_\_, and  
 further described in U.S. Provisional Application entitled \_\_\_\_\_, filed with the United States Patent and Trademark Office on \_\_\_\_\_, and assigned Serial No. \_\_\_\_\_.

*Note: Only one of the first two checkboxes will be checked. The third checkbox will be checked, only if appropriate.*

WHEREAS, CBT Flint Partners, having a business at 186 Hurt Drive, Cordele, Georgia 31015, hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR'S interest in said invention(s) and application and in any U.S. and foreign patents which may be granted on the same.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and by this agreement does hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, the entire right, title and interest, for the United States of America, in and to certain inventions to said invention(s) and application and all the rights and privileges in any application and under any and all patents that may be granted in the United States for said inventions, including all continuations, continuations in part, divisionals, reissues, and reexaminations; and ASSIGNOR also concurrently hereby sells, assigns and transfers to ASSIGNEE

the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application for said patent, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the United States for said inventions.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for said inventions be issued ASSIGNEE in the United States and to ASSIGNEE in all countries foreign to the United States, or to such nominees as ASSIGNEE may designate.

ASSIGNOR agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE but at ASSIGNEE'S expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with the patent applications, patents, or other forms of protection of the above-referenced invention, and for the defense and protection thereof if challenged in the court of law.

ASSIGNOR further agrees that the filing date and serial number above may be inserted on ASSIGNOR'S behalf by ASSIGNEE or its agents, if they are not known as of the date of execution of this document.



**Michael O. Council**

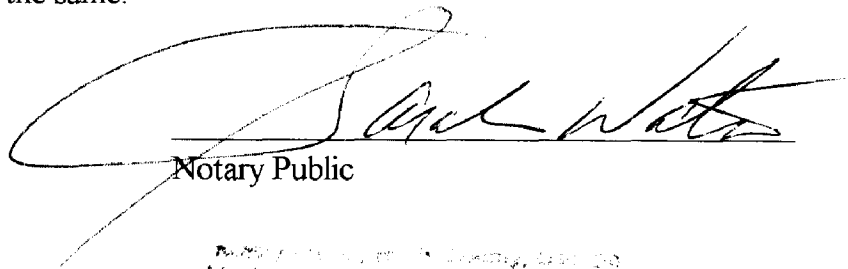
Date: 8/31/98

United States of America

State of Georgia ss:

County of Chipp

On this 31<sup>st</sup> day of August, 1998 before me personally came **Michael O. Council** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.



Notary Public

My Commission Expires Oct. 27, 1998

My Commission Expires (Date)