

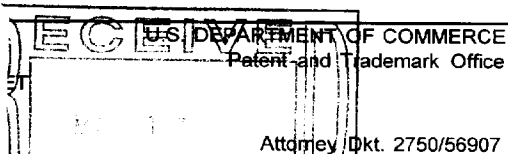
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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

7th Level, Inc.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other _____

Execution Date: May 10, 1999

2. Name and address of receiving party(ies):

Name: 7thStreet.com, Inc.

Internal Address: _____

Street Address: 925 Westchester Avenue

City/Country White Plains, New York 10604

Additional name(s) & address(es) attached?

☐ Yes ☒ No

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

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

A. Patent Application No.(s) S.N. 08/751,506
filed November 18, 1996

B. Patent No.(s)

Additional numbers attached?

☐ Yes ☒ No

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

Name: Ivan S. Kavrukov, Esq.

Internal Address: _____

Street Address: Cooper & Dunham LLP

1185 Avenue of the Americas

City: New York State: N.Y. ZIP 10036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40

☒ Enclosed

☐ Authorized to be charged to Deposit Account

8. Deposit account number:

03-3125

(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.

Ivan S. Kavrukov, Reg. No. 25, 161

Name of Person Signing

Ivan S. Kavrukov
Signature

May 13, 1999
Date

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PATENT

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ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged,

7th Level, Inc., having a place of business at 1110 E. Collins, Suite 122, Richardson, Texas 75081.

Hereby sells, assigns and transfers to 7thStreet.com, Inc., a corporation of the State of New York, having a place of business at 925 Westchester Avenue, White Plains, New York 10604, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and as possessed by the undersigned, any and all inventions which are disclosed but not claimed, in the following application for United States Patent:

Serial No.: 08/751,506

Filing Date: 11/18/96

**Title: NETWORK CONFERENCE SYSTEM USING
LIMITED BANDWIDTH TO GENERATE
LOCALLY ANIMATED DISPLAYS**

and in and to said application and all parent, divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

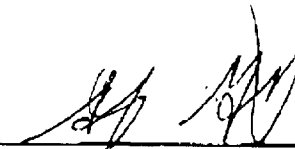
Authorizes and requests the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agrees that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the

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European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

COVENANT with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.



[L.S.]
Stephen P. Grott - Chief Executive Officer
7th Level, Inc.

Date: May 10, 1999

Witness: _____

