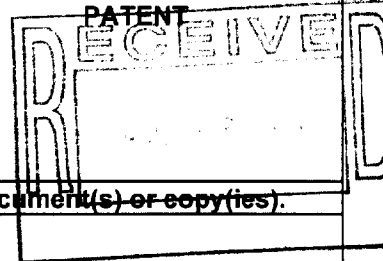


FORM PTO-1619A

Expires 06/30/99

OMB 0651-0027

08-18-1999

101120676
RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. Department of Commerce
Patent and Trademark Office

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Reel # Frame #

- ☐ Corrective Document

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Conveyance Type

- ☒ Assignment
☐ License
☐ Security Agreement
☐ Change of Name

- ☐ Merger

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Conveying Party(ies)

☐ Mark if additional names of conveying parties attachedName (line 1) Name (line 2) Execution Date
Month Day Year

Second Party

Name (line 1) Name (line 2) Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attachedName (line 1) Name (line 2) Address (line 1) Address (line 2) Address (line 3)

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Address (line 1) Address (line 2) Address (line 3) Address (line 4)

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08/18/1999 MTHAI1 00000094 09150404

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 010154 FRAME: 0898

Correspondent Name and Address

Area Code and Telephone Number

(512) 370-2851

Name Kelly Kordzik

Address (line 1) Winstead Sechrest & Minick P.C.

Address (line 2) 5400 Renaissance Tower

Address (line 3) 1201 Elm Street

Address (line 4) Dallas, Texas 75270-2199

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

16

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

09/150,404

5,819,029

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

PCT US98/02023

PCT

PCT

only if a U.S. Application Number

has not been assigned.

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 120.00

Method of Payment:

Enclosed

☒

Deposit Account

☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-2426

Authorization to charge additional fees:

Yes

☒

No

☐

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. Charges to deposit account are authorized, as indicated herein.

James J. Murphy

Name of Person Signing

Signature

August 16, 1999

Date

CONFIDENTIAL

Patent Assignment

This Patent Assignment (hereinafter "Assignment") is made and entered into this 23rd day of July, 1999, by and between Jim G. Edwards (hereinafter "EDWARDS"), an individual residing at 11 Williamsburg Lane, Houston, Texas 77024, ANitek Verification, Inc. (hereinafter "ANITEK"), a Texas corporation with offices located at 5349 Amesbury, Suite 803, Dallas, Texas 75206, Brittan Communications International Corporation (hereinafter "BCI"), a Texas corporation with offices located at 11 Williamsburg Lane, Houston, Texas 77024, RFC Capital Corporation (hereinafter "RFC"), a Delaware corporation with offices located at 130 East Chestnut Street, Suite 400, Columbus, Ohio 43215, USC Telecom, Inc. (hereinafter "USC"), a Delaware corporation with offices located at 1260 Wood Branch Park Drive, Houston, Texas 77079, and Equalnet Communications Corp. (hereinafter "EQUALNET"), a Texas corporation with offices located at 1250 Wood Branch Park Drive, Houston, Texas 77079. EDWARDS, ANITEK, BCI, RFC, USC and EQUALNET are referred to collectively herein as the "PARTIES", and each individually as a "PARTY."

WHEREAS, BCI owned by virtue of an assignment by the inventors, a system and method for conducting third party verification of sales generated by telemarketers, including certain inventions described and claimed in the Patents hereinafter defined;

WHEREAS, RFC exercised its security interest on all the assets of BCI, including the Patents through foreclosure on or about January 27, 1999;

WHEREAS, RFC subsequently sold all the assets of BCI, including the Patents, to USC on January 27, 1999;

WHEREAS, USC is a wholly owned subsidiary of EQUALNET;

WHEREAS, USC, EQUALNET and EDWARDS entered into that certain Settlement Agreement (hereinafter "SETTLEMENT AGREEMENT") dated June 30, 1999, wherein USC & EQUALNET agreed to transfer to EDWARDS the entire right, title and interest in and to the Patents;

WHEREAS, ANITEK desires to acquire the entire right, title, and interest in and to the Patents, together with the inventions described therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES and ANITEK agree as follows:

1. "Patents" is defined for purposes of this Assignment as:
 - a. The patent and patent applications listed in attached Schedules A and B, any patents issued therefrom, and the inventions described and claimed therein, as well as all continuations, divisions, and continuations-in-part of said patent applications and patents, and all reissues, reexaminations, and extensions of the term of any patent issuing on said patent applications;
 - b. All other patent applications or patents which have been or may be subsequently filed or issued, in the United States and/or in any and all other countries, on any improvements to the patents or patent applications listed in attached Schedules A and B;
 - c. Any and all written or electronic documents or data about, concerning, or relating to the invention which are the subject of the patent applications and patent listed in attached Schedules A and B or any patents issued therefrom; such documents

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shall include, but are not limited to, notes, correspondence, outlines, e-mails, calendars, user manuals, training manuals, flow-charts, diagrams, drawings, programmer's notes, developer's notes, functional specifications, operations manuals, descriptions, design specifications, research and development plans or notes, notes or records of any problems, trouble reports, or implementations schedules;

- d. Any and all trade secrets, prototypes, versions, formulas, processes, algorithms, inventions, ideas, know-how, and confidential information about, concerning, or relating to the invention and trade secrets which are the subject of the patent applications and patent listed in Schedules A and B or any patents issued therefrom;
 - e. Any and all intermediate, preliminary, partial, draft, or other versions of any other the information in Paragraphs 1.a through 1.d above; and
 - f. All claims for damages by reason of past or future infringement of any patents, violation of any confidentiality agreement or confidential relationship, misappropriation of any trade secrets, or any other claims related to the subject matter of the patents or patent applications listed in Schedules A and B, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representative;
2. In accordance with the SETTLEMENT AGREEMENT, USC and EQUALNET hereby transfer and assign all of their interest in and to the Patents that was obtained from RFC to EDWARDS, if any. USC and EQUALNET further represent and warrant that neither of them have transferred, assigned or conveyed such interest to any other person. To the extent necessary to effect a full and complete assignment of interests to the Patents, both BCI and RFC also hereby transfer and assign any right, title and interest either of them may have in the Patents to ANITEK.
 3. Subsequent to the assignment in paragraph 2, in exchange for \$25,000, the receipt and sufficiency of which are hereby acknowledged, EDWARDS does hereby sell, assign, transfer, convey, and set over to ANITEK, its entire right, title and interest to the Patents.
 4. RFC and BCI represent and warrant that RFC held a legally perfected security interest on the assets of BCI, including the Patents. RFC and BCI represent and warrant that RFC obtained all right, title and interest in and to the Patents when RFC exercised its security interest on all the assets of BCI, including the Patents, through foreclosure on or about January 27, 1999.
 5. RFC represents and warrants, that USC obtained all right, title and interest in and to the Patents, when RFC subsequently sold all the assets of BCI, including the Patents, to USC on January 27, 1999.
 6. EDWARDS represents and warrants, and RFC, USC and EQUALNET acknowledge, that EDWARDS obtained all right, title and interest of USC and EQUALNET in and to the Patents as a result of the assignment in paragraph 2.
 7. The PARTIES authorize and request the issuing authority to issue any and all United States and foreign patents granted on the patent applications listed in Schedules A and B or on any improvements thereon to ANITEK.

Patent Assignment

Page 2 of 10

CONFIDENTIAL

8. The PARTIES further agree that each will, in good faith and at any time upon request and at ANITEK'S expense:
 - a. Execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements relative to the subject matter of the Patents;
 - b. Execute all rightful oaths, declarations, assignments, powers of attorney and other papers relative to the subject matter of the Patents;
 - c. Communicate to ANITEK all facts known to the undersigned relating to such improvements and the history thereof;
 - d. Execute and deliver any and all papers or documents which ANITEK shall consider desirable or necessary to perfect the titles to ANITEK and its successors, assigns, or other legal representatives to such patent applications, any patents issued thereon, and the inventions described therein.
9. EDWARDS, BCI and ANITEK each represents and warrants that:
 - a. The execution of this Assignment and the consummation of this transaction will not result in any violation or default of or conflict with: (i) the provisions of any other agreement to which any of them are a party or is bound; (ii) any law, judgment, or regulation of any governmental authority; or (iii) any restriction or obligation imposed on any of them by any governmental authority.
 - b. There are no persons who are entitled to any notice of the transaction contemplated hereunder or whose consent is required for the consummation of the transaction contemplated hereunder.
 - c. There are no known claims against the items listed in Paragraphs 1.a through 1.e above.
 - d. There are no known threatened, anticipated, or pending claims or lawsuits concerning any aspect of the items listed in Paragraphs 1.a through 1.e above.
 - e. All maintenance or other fees and taxes due for such patent or patent applications have been paid.
10. RFC, USC and EQUALNET each represents and warrants that:
 - a. The execution of this Assignment and the consummation of this transaction will not result in any violation or default of or conflict with: (i) the provisions of any other agreement to which any of them are a party or is bound; (ii) any law, judgment, or regulation of any governmental authority; or (iii) any restriction or obligation imposed on any of them by any governmental authority, other than the providing of notice to the Federal Communications Commission regarding this transaction.
 - b. There are no persons who are entitled to any notice of the transaction contemplated hereunder or whose consent is required for the consummation of the transaction contemplated hereunder, other than the providing of notice to the Federal Communications Commission.

Patent Assignment

Page 3 of 10

CONFIDENTIAL

- c. it has performed all actions and received all authorizations necessary to execute and deliver the Assignment and to perform its obligations hereunder.
- d. There are no known claims against the items listed in Paragraphs 1.a through 1.e above.
- e. There are no known threatened, anticipated, or pending claims or lawsuits concerning any aspect of the items listed in Paragraphs 1.a through 1.e above.
- f. With the exceptions of issued U.S. Patent No. 5,819,029 and published Patent Cooperation Treaty Application No. PCT/US98/02023, none of the items, or parts thereof, listed in Paragraphs 1.a through 1.e above have been disclosed by RFC, USC or EQUALNET to others, other than ANITEK, without the protection of a confidentiality or non-disclosure agreement; nor has RFC, USC or EQUALNET disclosed or published the trade secrets, information, or information in such a way as to cause the trade secret or invention, or any part of it, to go into the public domain or to lose any protection either as a trade secret or otherwise.
- g. No assignment, grant, mortgage, license, conveyance, or other agreement affecting the rights and property herein conveyed has been or will be made to others by RFC, USC or EQUALNET;
- h. No liens, security interests, or encumbrances exist with respect to the property herein conveyed for which specific releases are required.
11. All schedules and attachments annexed to this Assignment are expressly made a part of this Assignment as fully as though completely set forth in it. All references to this Assignment shall be deemed to refer to and include this Assignment and all such schedules and attachments.
12. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties have executed this Assignment by their duly authorized representatives as of the day first written above.

Jim G. Edwards

ANitek Verification, Inc.

Date: _____

By: 

Name: Robert W. Taylor

Title: President & C.E.O.

Date: 8/10/99

Brittan Communications International Corporation

RFC Capital Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Patent Assignment

Page 4 of 10

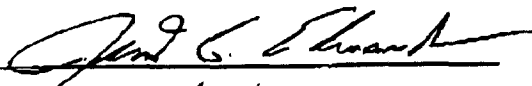
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- c. it has performed all actions and received all authorizations necessary to execute and deliver the Assignment and to perform its obligations hereunder.
 - d. There are no known claims against the items listed in Paragraphs 1.a through 1.e above.
 - e. There are no known threatened, anticipated, or pending claims or lawsuits concerning any aspect of the items listed in Paragraphs 1.a through 1.e above.
 - f. With the exceptions of issued U.S. Patent No. 5,819,029 and published Patent Cooperation Treaty Application No. PCT/US98/02023, none of the items, or parts thereof, listed in Paragraphs 1.a through 1.e above have been disclosed by RFC, USC or EQUALNET to others, other than ANITEK, without the protection of a confidentiality or non-disclosure agreement; nor has RFC, USC or EQUALNET disclosed or published the trade secrets, information, or information in such a way as to cause the trade secret or invention, or any part of it, to go into the public domain or to lose any protection either as a trade secret or otherwise.
 - g. No assignment, grant, mortgage, license, conveyance, or other agreement affecting the rights and property herein conveyed has been or will be made to others by RFC, USC or EQUALNET;
 - h. No liens, security interests, or encumbrances exist with respect to the property herein conveyed for which specific releases are required.
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(IN WITNESS HEREOF, the parties have executed this Assignment by their duly authorized representatives as of the day first written above.

Jim G. Edwards

ANitek Verification, Inc.



 Date: 2/1/99

By: _____

Name: Robert W. Taylor
 Title: President & C.E.O.
 Date: _____

Brittan Communications International
 Corporation

RFC Capital Corporation

By: 
 Name: Jim G. Edwards

By: _____

Title: C.E.O.
 Date: 2/1/99

Title: _____
 Date: _____

Patent Assignment
 Page 4 of 10

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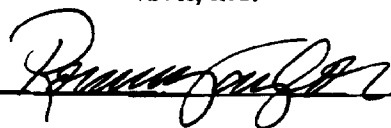
- c. it has performed all actions and received all authorizations necessary to execute and deliver the Assignment and to perform its obligations hereunder.
- d. There are no known claims against the items listed in Paragraphs 1.a through 1.e above.
- e. There are no known threatened, anticipated, or pending claims or lawsuits concerning any aspect of the items listed in Paragraphs 1.a through 1.e above.
- f. With the exceptions of issued U.S. Patent No. 5,819,029 and published Patent Cooperation Treaty Application No. PCT/US98/02023, none of the items, or parts thereof, listed in Paragraphs 1.a through 1.e above have been disclosed by RFC, USC or EQUALNET to others, other than ANITEK, without the protection of a confidentiality or non-disclosure agreement; nor has RFC, USC or EQUALNET disclosed or published the trade secrets, information, or information in such a way as to cause the trade secret or invention, or any part of it, to go into the public domain or to lose any protection either as a trade secret or otherwise.
- g. No assignment, grant, mortgage, license, conveyance, or other agreement affecting the rights and property herein conveyed has been or will be made to others by RFC, USC or EQUALNET;
- h. No liens, security interests, or encumbrances exist with respect to the property herein conveyed for which specific releases are required.
11. All schedules and attachments annexed to this Assignment are expressly made a part of this Assignment as fully as though completely set forth in it. All references to this Assignment shall be deemed to refer to and include this Assignment and all such schedules and attachments.
12. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties have executed this Assignment by their duly authorized representatives as of the day first written above.

Jim G. Edwards

ANitek Verification, Inc.


Date: _____

By: 
Name: Robert W. Taylor
Title: President & C.E.O.
Date: 8/10/99

Brittan Communications International Corporation

RFC Capital Corporation

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Steven B Jaffer
Title: President
Date: August 9, 1999

Patent Assignment
Page 4 of 10

CONFIDENTIAL

~~USC Telecom, Inc.~~

By: [Signature]

Name: Mitchell H. Bodian

Title: President

Date: 8/6/99

~~Equinet Communications Corp.~~

By: [Signature]

Name: Mitchell H. Bodian

Title: President & CEO

Date: 8/6/99

Patent Assignment

Page 5 of 10

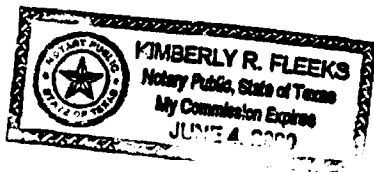
CONFIDENTIAL**ACKNOWLEDGEMENTS**

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 199__

by Jim G. Edwards, an individual residing at 11 Williamsburg Lane, Houston, Texas 77024.

Notary Public_____
Printed Name of NotaryMy Commission Expires:
_____STATE OF TexasCOUNTY OF HARRISThis instrument was acknowledged before me on the 10th day of August, 199__by Robert W. Taylor, President & C.E.O. of ANITEK Verification, Inc., a Texas corporation, on
behalf of said ANITEK Verification, Inc.

Kimberly R. Fleeks
Notary Public
Kimberly R. Fleeks
Printed Name of Notary
My Commission Expires:
6-4-2000

Patent Assignment
Page 6 of 10

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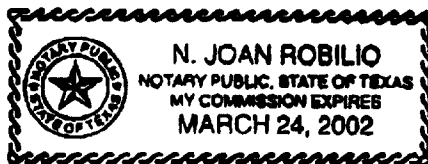
ACKNOWLEDGEMENTS

STATE OF Texas

COUNTY OF Harris

This instrument was acknowledged before me on the 1st day of August 1999

by Jim G. Edwards, an individual residing at 11 Williamsburg Lane, Houston, Texas 77024.



N. Joan Robilio
Notary Public

N. Joan Robilio
Printed Name of Notary

My Commission Expires:

3/24/02

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____ 199____

by Robert W. Taylor, President & C.E.O. of ANITEK Verification, Inc., a Texas corporation, on behalf of said ANITEK Verification, Inc.

Notary Public

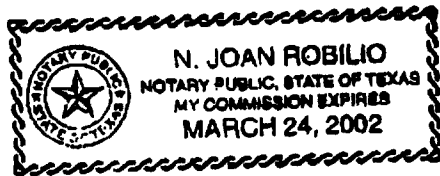
Printed Name of Notary

My Commission Expires:

Patent Assignment
Page 6 of 10

CONFIDENTIALSTATE OF TexasCOUNTY OF Harris

This instrument was acknowledged before me on the 1st day of August 1999 by _____ of Brittan Communications International Corporation, a Texas corporation, on behalf of said Brittan Communications International Corporation.



N. Joan Robilio
Notary Public

N. Joan Robilio
Printed Name of Notary

My Commission Expires:

3/24/02

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____ 199____ by _____ of RFC Capital Corporation, a Delaware corporation, on behalf of said RFC Capital Corporation.

Notary Public

Printed Name of Notary

My Commission Expires:

CONFIDENTIAL

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____ 199_ by
_____ of Brittan Communications International Corporation, a Texas
corporation, on behalf of said Brittan Communications International Corporation.

Notary Public:

Printed Name of Notary

My Commission Expires:

STATE OF OHIO

COUNTY OF FRANKLIN

This instrument was acknowledged before me on the 9th day of AUGUST 1999
by STEVEN B. SAFFEE PRESIDENT of RFC Capital Corporation, a Delaware
corporation, on behalf of said RFC Capital Corporation.



CHRISTIAN W. BOHRER
Notary Public, State of Ohio
My Commission Expires ~~4-19-04~~

Christian W. Bohrer
Notary Public

CHRISTIAN W. BOHRER
Printed Name of Notary

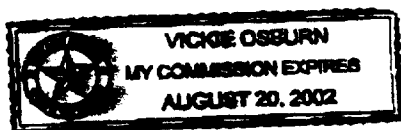
My Commission Expires:

4.19.04

Patent Assignment
Page 7 of 10

CONFIDENTIALSTATE OF TexasCOUNTY OF Harris

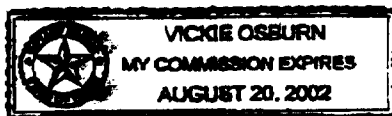
This instrument was acknowledged before me on the 6 day of August 1999
by Mitchell H. Badian, President of USC Telecom, Inc., a Delaware
corporation, on behalf of said USC.

Vickie Osburn
Notary PublicVickie Osburn
Printed Name of Notary

My Commission Expires:

August 20, 2002STATE OF TexasCOUNTY OF Harris

This instrument was acknowledged before me on the 6 day of August 1999
by Mitchell H. Badian, President & CEO of Equalnet Communications
Corporation, a Delaware corporation, on behalf of said Equalnet Communications Corporation.

Vickie Osburn
Notary PublicVickie Osburn
Printed Name of Notary

My Commission Expires:

August 20, 2002

::ODMA\PCDOCS\AUSTIN_11122392\1
207:18764-1

Patent Assignment
Page 8 of 10

CONFIDENTIAL**SCHEDULE A****U.S. Patents & Patent Applications**

<u>Patent / Serial No.</u>	<u>Date</u>	<u>Inventor(s)</u>	<u>Title</u>
5,819,029	October 6, 1998	Edwards, et. al.	Third Party Verification System & Method
09/150,404	September 10, 1998	Edwards, et. al.	Third Party Verification System & Method

Patent Assignment
Page 9 of 10

CONFIDENTIAL

SCHEDULE B:

Pending Foreign Patent Applications

<u>Serial No.</u>	<u>Country / Description</u>	<u>Filing Date</u>
PCT/US98/02023	Patent Cooperation Treaty patent application for international rights	February 3, 1998

Patent Assignment
Page 10 of 10