

08-20-1999

8.13.99

RECORDATION FOR
PATENTS



WQNI-24,599

py thereof.

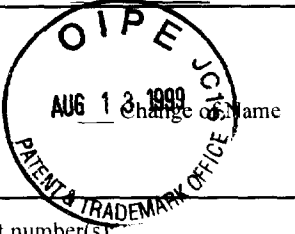
To the Honorable Commissioner of Patents and Trademarks. P.

101122549

1. Name of conveying party(ies)
Steve Jasper
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement
 Other _____
Execution Date: 7/29/99

2. Name and address of receiving party(ies):
Name: WorldQuest Network, Inc.
Street Address: 16990 Dallas Parkway, Suite 220
City Dallas, State TX Zip 75248
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) 09/350.851

B. Patent No.(s) _____
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gregory M. Howison
THOMPSON & HOWISON, L.L.P.
Street Address: P.O. Box 741715
City Dallas State TX Zip 75374-1715

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit Account Number: 20-0780/WQNI-24,599
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Gregory M. Howison Name of Person Signing
[Signature] Signature
8/10/99 Date

Total number of pages including cover sheets, attachments and document 6

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

08/17/1999 MWARNOL 00000007 09350851

02 FC:581 40.00 OP

Atty. Dkt. No.: WQNI-24,599

ASSIGNMENT

WHEREAS, I, Steve Jasper, citizen of ^{USA}Canada and residents of Mississauga, Ontario, have invented certain new and useful improvements in TELEPHONE CALL CONNECTION ARCHITECTURE for which application for United States Letters Patent was filed on July 9, 1999 and assigned Serial No. 09/350,851; and

WHEREAS, WorldQuest Network, Inc., a corporation of the State of Texas, which has a business address of 16990 Dallas Parkway, Suite 220, Dallas, Texas 75248, (hereinafter referred to as "Assignee"), is desirous of acquiring our entire right, title and interest in and to the invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I do hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives the full and exclusive right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as our interests are concerned, to said Assignee of our entire right, title and interest.

I also hereby sell and assign to said Assignee, its successors, assigns and legal representatives the full and exclusive right, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.

I hereby further agree that I will communicate to said Assignee, or to its successors, assigns and legal representatives, any facts known to us respecting any improvements, and, at the expense of said Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said Assignee and to aid said Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

Name of Second Joint Inventor: Steve Jasper

Residence (City, County, State): Mississauga, Ontario

Signature: [Handwritten Signature]

Date: 7/29/99 Date Application Executed: 7/29/99

STATE OF §

COUNTY OF § ss:

BEFORE ME, a Notary Public, on this _____ day of _____, 1999, personally appeared Steve Jasper, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same of his own free will for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____ A.D., 1999.

Notary Public

Commission Expires:
