

09-27-1999



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9/11/99

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

1. Name of conveying party(ies):

Golden E. Murray
Adam L. Bringham
Theron M. Stoddard

Additional names(s) of conveying party(ies) Yes No

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

Name: PowerQuest Corporation

Address: 1359 N. Research Way, Building K

City: Orem State/Prov.: Utah

Country: USA ZIP: 84097

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

3. Nature of conveyance:

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

Execution Date: September 11, 1999

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: September 11, 1999

Patent Application No. _____ Filing date _____

B. Patent No.(s) _____

09/394486

09/22/1999 ABELIAN 0000092 09394486

04 FC:581

40.00 OP

Additional numbers

Yes No

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

Name: John W.L. Ogilvie

Registration No. 37,987

Address: COMPUTER LAW++

8 East Broadway, Suite 725

City: Salt Lake City State/Prov.: Utah

Country: USA ZIP: 84111

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: _____

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.

John W.L. Ogilvie

Name of Person Signing

John W.L. Ogilvie

Signature

September 11, 1999

Date

5

Total number of pages including cover sheet, attachments, and

ASSIGNMENT & AGREEMENT

We,
Golden E. Murray, of 881 West 1700 North, Mapleton, Utah 84664,
Adam L. Bringhurst, of 1516 North 1250 West, Provo, Utah 84604, and
Theron M. Stoddard, of 5791 West 10770 North, Highland, Utah 84003,
have invented a method, configured medium, signal, and system entitled
MERGING COMPUTER PARTITIONS, hereinafter called the "invention."

Preferred embodiments of the invention are disclosed in a patent application being filed at least in the United States Patent and Trademark Office ("USPTO"), identified as Serial No. _____ filed _____, 1999, and identified in the law firm of Computer Law++, 8 East Broadway, Suite 725, Salt Lake City, Utah 84111 as file no. 1760.2.23 (We hereby authorize Computer Law++ to indicate the application number(s), jurisdiction(s), and filing date(s) when known). We have reviewed this applications and we are familiar with its contents.

The Assignee, PowerQuest Corporation, a corporation of the State of Utah, having a principal place of business at 1359 N. Research Way, Building K, Orem, Utah, 84097, desires more clearly to secure the entire right, title and interest in the invention. In consideration of \$1.00 and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, and with no reliance on any promise or representation made to us by or on behalf of the Assignee, WE HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in the invention (including subject matter disclosed but not claimed), all copyright and trade secret rights in embodiments or designs for the invention or any portion thereof, all rights in the above-identified United States and international patent applications including without limitation PCT applications and in all divisions, continuations and continuations-in-part of the applications, or reissues or extensions of Letters Patent or Patents granted thereon, including all applications specifically identified by number herein and all applications for which any present application claims a benefit or is claimed for benefit under 35 U.S.C. § 119 or § 120 or § 365, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; and

The right to file foreign patent applications on the invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize the Assignee to file patent or copyright applications on the invention in any country in its own name or otherwise as the Assignee sees fit. We hereby authorize and request the United States Commissioner of Patents and Trademarks, and other intellectual property officials in this and foreign countries as are duly authorized by their laws to issue patents or copyright registrations, to issue any and all patents and registrations on the invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the Assignee, its successors, assigns and legal representatives.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment & Agreement fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent and copyright applications on the invention, and all lawful documents requested by the Assignee to further the prosecution of any of such applications; and

Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement or interference or other legal proceedings involving the invention; faithful communication to the Assignee of all facts known to us relating to the invention and the history thereof; and generally, taking all reasonable steps which the Assignee shall request to aid in securing, maintaining, and enforcing protection for the invention and to vest title in the Assignee to the invention and all applications, patents, copyrights, and trade secrets based on the invention.

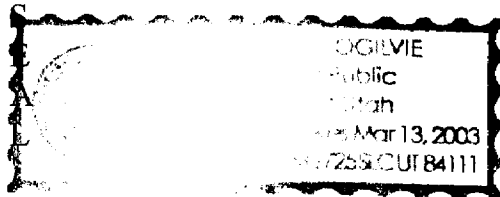
This Assignment & Agreement is effective as of the earliest patent application filing date noted above. It is not intended to supersede, supplant, rescind, or waive any right, title or interest conveyed to Assignee by us, under any prior conveyance, agreement, or operation of law, including without restriction rights created or conveyed by virtue of our employment by the Assignee. It is not conditioned or based on any future act to be performed by the Assignee.

This Assignment & Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, all of which together are one and the same instrument. We warrant that to the best of our knowledge our contributions to the invention do not and will not infringe anyone's rights. Even if part of this Assignment & Agreement is found unenforceable, the remaining parts are enforceable. This Assignment & Agreement is governed by the laws of the United States and the State of Utah, and any dispute arising from it will be heard in Utah. A failure to exercise rights under this Assignment & Agreement does not mean those rights are waived. This Assignment & Agreement shall be binding upon our heirs and legal representatives.

Golden E. Murray
Golden E. Murray
881 West 1700 North
Mapleton, Utah 84664

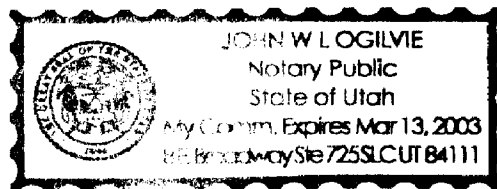
STATE OF Utah)
COUNTY OF Utah) §

On this 11 day of September, 1999, personally appeared before me Golden E. Murray, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.



John W. Logilvie
March 13, 2003

NOTARY PUBLIC
COMMISSION EXPIRATION



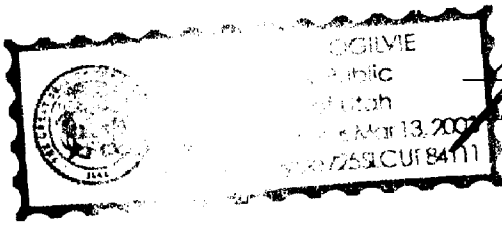
* * * * *

Adam L. Bringhurst
Adam L. Bringhurst
1516 North 1250 West
Provo, Utah 84604

STATE OF Utah)
COUNTY OF Utah) §

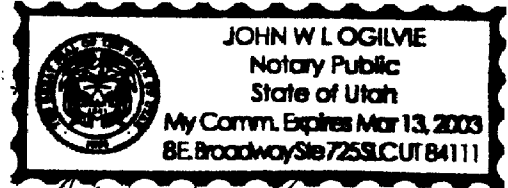
On this 11 day of September 1999, personally appeared before me Adam L. Bringhurst, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.

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John W L Ogilvie NOTARY PUBLIC
March 13, 2003 COMMISSION EXPIRATION

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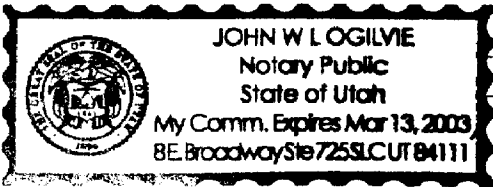
Theron M. Stoddard

Theron M. Stoddard
5791 West 10770 North
Highland, Utah 84003

STATE OF Utah)
COUNTY OF Utah) §

On this 11 day of September 1999, personally appeared before me Theron M. Stoddard, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.

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John W L Ogilvie NOTARY PUBLIC
March 13, 2003 COMMISSION EXPIRATION