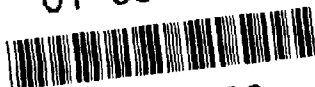


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Kenneth P. McKay, Esq.

Name of Person Signing

Signature

Date

12/21/99

PATENT ASSIGNMENT AGREEMENT

ASSIGNMENT

Assignment made November 15, 1999, by William Heckel of 66 Ruth St., Pittsburgh PA, hereinafter referred to as inventor, to Virtual Motion, Inc., and its alias entity, Adaboy, Inc., both referring to a single corporation organized under the laws of the State of Pennsylvania, with its principal place of business located at 622 2nd., in the City of Pittsburgh, County of Allegheny, State of Pennsylvania, hereinafter referred to as assignee.

RECITALS

The parties recite and declare:

Inventor has invented generally a means of advertising over a computer network utilizing virtual environments of games, the invention being described in and identified by a United States Patent Application, filed February 24, 1999, Application No. 09/256,827.

Assignee desires to acquire the entire right, title, and interest in the above-stated application in the invention and improvements thereon, and in letters patent when granted in the United States and foreign countries.

In consideration of the acceptance of all costs, fees, debts, and related expenses associated with the filing, prosecution and maintenance of the invention by assignee, and other good and valuable consideration further described as:

1. Ten thousand (10,000) shares or one percent (1.0%) of the then current total authorized shares of assignee corporation, whichever is greater, of unrestricted common stock upon execution of this agreement.
2. Twenty five thousand (25,000) shares or two point five percent (2.5%) of the then current total authorized shares of assignee corporation, whichever is greater, of unrestricted common stock upon reaching total gross annual sales of five million dollars (\$5,000,000).
3. Twenty five thousand (25,000) shares or two point five percent (2.5%) of the then current total authorized shares of assignee corporation, whichever is greater, of unrestricted common stock upon reaching total gross annual sales of ten million dollars (\$10,000,000).
4. A perpetual royalty of two point five percent (2.5%) of net sales received by Virtual Motion / Adaboy in operation of the Adaboy ad serving system. Net sales is defined as total sales dollar value minus agency commissions and sales commissions for purposes of this agreement; however, should ever the company be sold or the assets comprising the invention otherwise permanently conveyed to any third party, the perpetual royalty shall be converted into another two point five percent (2.5%) of the then current total authorized shares of assignee corporation, valued prior to the closing of any sale or conveyance made the subject of this provision.

Payment of royalties shall be made four times annually (quarterly) within thirty days of the end of each fiscal quarter. In the event of a late payment, a penalty of five percent (5%) of the

payment due and compound interest in the amount of 18% per year will accrue beginning at the end of the quarter and be due along with the normal payment.

The inventor assigns to assignee the entire right, title, and interest in the above-described application and the invention, and in any improvements in the invention previously or after the date of this assignment made or acquired by inventor, and to all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property, and in any patent on the invention and/or improvements that may be granted in the United States or any foreign country, including each patent granted on any application that is a division, substitution, or continuation of the application specifically identified in this assignment, and in each reissue or extension of the patent.

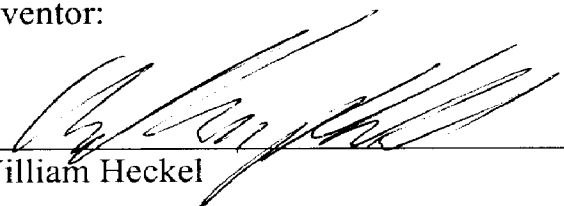
Inventor agrees to cooperate with assignee such that assignee may enjoy to the fullest extent the rights conveyed under and pursuant to this assignment. Such duty includes prompt execution of all papers, to be prepared at the expense of assignee, that are deemed necessary or desirable by assignee to perfect the conveyed rights.

The terms, covenants, and provisions of this assignment shall inure to the benefit of assignee, its successors, assigns, and/or other legal representatives, and shall be binding on inventor, his heirs, assigns, and other legal representatives.

Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict with this assignment.

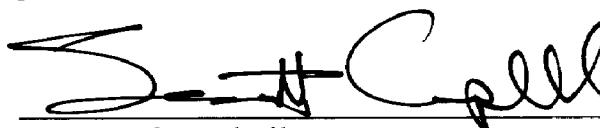
In witness whereof, each party to this assignment has caused it to be executed at Pittsburgh, PA on this 15th day of November, 1999.

Inventor:



William Heckel

Assignee:

By: 

Scott Campbell
Vice-President, Virtual Motion, Inc.

Date: 11-15-99

Date: 11/15/99