

04-04-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101306084

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

1. Name of conveying party(ies):

Raymond Franklin Ratcliff III

☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation - State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 11/12/99

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

Name: Individual Network, Inc.

Address: 2717 Royal Troon Drive
Plano, TX 75025

☐ Individual(s) Citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation - State
☐ Other

Texas

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No(Designation *must* be a separate document from Assignment.)Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Patent Application No.(s)

09/487,120

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael A. Molano, Esq.

Address: Sonnenschein Nath & Rosenthal
685 Market St., 6th Floor
San Francisco, CA 94105

Telephone: 415-882-0342

6. Total Number of applications and patents involved: 1

7. Total fee (37 CRF 3.41)..... \$ 40.00

☒ Check Enclosed8. ☒ Authorized to charge any additional fees or any overpayment to Deposit Account
No. 19-3140 (A duplicate copy of this authorization is enclosed.)

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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.

Michael A. Molano, Esq.

Attorney or Agent

Signature

Date

Reg. No. 39,777

10. Total number of pages comprising cover sheet: 5

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made and entered into effective as of November 12, 1999 (the "Effective Date"), by and between Individual Network, Inc., a Texas corporation (together with its successors and assigns, the "Company"), and Raymond Franklin Ratcliff III (the "Assignor").

WHEREAS, Assignor is obligated to execute and deliver this Assignment pursuant to the Common Stock and Warrant Purchase Agreement dated as of November 12, 1999 by and among Hemisphere II Investment Limited Partnership, a Delaware limited partnership (together with its successors and assigns, "Hemisphere"), the Company, Assignor, and Denis Khoo (the "Purchase Agreement"); and

WHEREAS, both of the parties hereto have determined that it is in their respective best interests to enter into this Assignment on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns, conveys and transfers to the Company all of his right, title and interest in and to any and all intellectual property rights (including but not limited to all patents, trademarks and associated goodwill, and copyrights, and any applications therefor) of any nature, produced, created and/or suggested on or prior to the Effective Date by Assignor or jointly with others, regardless of whether made during business hours or otherwise, whether made on the Company's premises or otherwise, whether made within or outside the scope of Assignor's employment, or whether made during Assignor's employment with the Company or its affiliates or resulting from his service. The foregoing assigned intellectual property rights shall include, without limitation, the patent application listed on Exhibit A attached hereto, including, without limitation, all divisionals, continuations, continuations-in-part, and provisional applications, patents resulting from reissues or reexaminations, and all foreign counterparts or equivalent statutory rights resulting from such patent application (collectively, the "Assigned Property").

TO HAVE AND TO HOLD the Assigned Property together with all and singular the rights and privileges in anywise appertaining thereto, unto the Company and its successors and assigns, forever.

2. Miscellaneous.

(a) THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REFERENCE TO PRINCIPLES OF CONFLICT OF LAWS. The captions of this Assignment are not part of the provisions hereof and shall have no force or effect. Whenever the terms "hereof", "hereby", "herein", or words of similar import are used in this Assignment, they shall be construed as referring to this Assignment in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. The use of the term "including" herein shall be construed as meaning "including without limitation." This Assignment may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives, and this Assignment shall not in any event be amended or modified, and none of the Company's rights or privileges hereunder shall in any event be waived, otherwise than with the express prior written consent of Hemisphere, so long as Hemisphere holds any equity interest in the Company. The parties hereto expressly acknowledge that Hemisphere is an intended third party beneficiary of the promises, covenants and agreements contained in the previous sentence and that Hemisphere is justifiably and reasonably relying upon such promises, covenants and agreements.

(b) If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Assignment, such provision shall be fully severable; this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a portion of this Assignment; and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Assignment a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(c) This Assignment may be executed in two or more counterparts.

(d) Assignor represents and warrants to the Company that neither the execution nor delivery of this Assignment conflicts with any contractual commitment on his part owed to any third party or violates or interferes with any rights of any third party. Assignor further represents and warrants to the Company that, as of the date hereof, he has not conveyed, assigned, transferred or otherwise disposed of or created, imposed or suffered to exist any mortgage, pledge, lien, encumbrance, charge or other security interest on any or all of the Assigned Property.

(e) The Company and the Assignor agree to use all reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

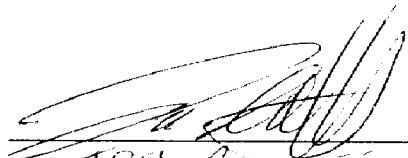
IN WITNESS WHEREOF, this Assignment is executed as of the Effective Date.

ASSIGNOR



Raymond Franklin Ratcliff III

INDIVIDUAL NETWORK, INC.

By: 
Name: TREY RATCLIFF
Title: CEO