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04-04-2000

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Patent and Trademark Office
Docket No. 415632000100

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CERTIFICATE OF MAILING BY "FIRST CLASS MAIL"

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on February 24, 2000.

Marlon McKeever
Marlon McKeever

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

<p>1. Name of conveying parties: Christopher Sung, Sean Kelly.</p> <p><input checked="" type="checkbox"/> Individuals <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party:</p> <p>Name: eTonal Media Inc. Street Address: 5 Peter Cooper Road City: New York, State: NY ZIP: 10010</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: *</p>	

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) B. Patent No.(s)
09/419,667

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Kenneth R. Glick Morrison & Foerster LLP 1290 Avenue of the Americas New York, New York 10104-0012</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 C.F.R. § 3.41): \$40.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket 415632000100</p> <p>8. Deposit account number: <u>03-1952</u></p>
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The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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

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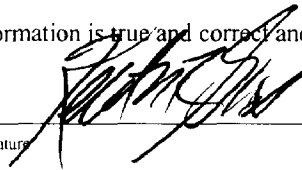
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9. Statement and signature.

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.

Name: Kenneth R. Glick
Registration No: 28,612

Signature



Date

2/16/00

Total number of pages comprising cover sheet, attachments and document: 4

ASSIGNMENT

THIS ASSIGNMENT, by Christopher Sung (hereinafter referred to as the assignor), residing at 5 Peter Cooper Road, Apt # 4C, New York, NY 10010 witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements in **METHOD AND SYSTEM FOR ELECTRONICALLY CREATING AND PUBLISHING MUSIC INSTRUMENT INSTRUCTIONAL MATERIAL USING A COMPUTER NETWORK**, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/419,667 and filed on October 15, 1999; and

WHEREAS, eTonal Media, Inc., a corporation duly organized under and pursuant to the laws of the United States of America and having its principal place of business at 5 Peter Cooper Road, New York NY 10010 (hereinafter referred to as the assignee*) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee*, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee*, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee* its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee*, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee*, its successors, legal representatives and assigns, but at the cost and expense of said assignee*, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee* as the assignee* of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee*, its successors, legal representatives and assigns.

2/28/97
Date

Christopher Sung
Christopher Sung

ASSIGNMENT

THIS ASSIGNMENT, by Sean Kelly (hereinafter referred to as the assignor), residing at 1714 East Thomas Street, Seattle, WA 98112 witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements in METHOD AND SYSTEM FOR ELECTRONICALLY CREATING AND PUBLISHING MUSIC INSTRUMENT INSTRUCTIONAL MATERIAL USING A COMPUTER NETWORK, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/419,667 and filed on October 15, 1999; and

WHEREAS, eTonal Media, Inc., a corporation duly organized under and pursuant to the laws of the United States of America and having its principal place of business at 5 Peter Cooper Road, New York NY 10010 (hereinafter referred to as the Assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said Assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said Assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said Assignee as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said Assignee, its successors, legal representatives and assigns.

1/27/00
Date


Sean Kelly