

05-01-2000

FORM PTO-1595
(Rev. 6-93)
QMB No. 0651-0011 (exp. 4/94)

REC
4-6-00



ET
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Atty. Docket No. 4598-003

To the Assistant Director for Patents: Ple

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ments or copy thereof.

1. Name of conveying party(ies):
Stephen L. Boyles March 10, 2000
Richard C. Leinecker March 28, 2000
Jochen E. Fischer March 7, 2000
Clyde G. Moody, Jr. March 7, 2000
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: OnePlace, Ltd.
Internal Address:
Street Address: 3511 W. Market Street
Suite 150
City: Greensboro State: NC Zip: 27403
Additional name(s) & address(es) attached? Yes No

2000 APR -6 PM 2:37
OPR/FINANCE

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: See above dated by conveying parties

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: _____
A. Patent Application No.(s)
09/461,958
B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: RHODES & MASON, P.L.L.C.
Internal Address: P.O. Box 2974
Greensboro, NC 27402
Street Address: 1600 First Union Tower
300 North Greene Street
Greensboro, NC 27401

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:
18-1164
(Attach duplicate 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.
Donna Cottelli
Name of Person Signing
Donna Cottelli
Signature
April 3, 2000
Date
Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Director of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

04/28/2000 JJALLAH2 00000026 09461958
01 FC:581 40.00 DP
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PATENT
REEL: 010730 FRAME: 0917

ASSIGNMENT

This Assignment made by us, Stephen L. Boyles, a citizen of the United States of America, residing at 7381 Oak Bucket Road, City of Thomasville, County of Randolph, State of North Carolina; and Richard C. Leinecker a citizen of the United States of America, residing at 154 Auburn Street, City of Reidsville, County of Rockingham, State of North Carolina; and Jochen E. Fischer, a citizen of Germany, residing at 113 Timberlake Drive, City of Elon College, County of Alamance, State of North Carolina; and Clyde G. Moody, Jr., a citizen of the United States of America, residing at 1110 Hickory Trade Drive, City of Greensboro, County of Guilford, State of North Carolina; and Troy McConnell, a citizen of the United States of America, residing at 3511 W. Market Street, Suite 100, City of Greensboro, County of Guilford, State of North Carolina; and Ken Wilkinson, a citizen of the United States of America, residing at 3511 W. Market Street, Suite 100, City of Greensboro, County of Guilford, State of North Carolina, hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in a **SMART CARD CONTROLLED INTERNET ACCESS** for which we have made an application for Letters Patent of the United States, application serial number 09/461,958, filed December 15, 1999; and

WHEREAS, OnePlace Ltd., a corporation duly organized and existing under the laws of the State of Delaware and having a principal place of business in Greensboro, County of Guilford, State of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed by us concurrently herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents we are the joint and lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the

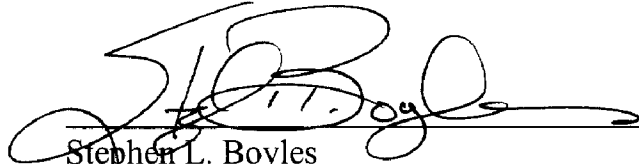
procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

We hereby request the Assistant Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

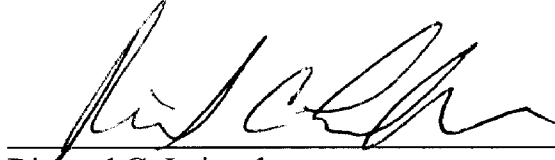
For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date(s)

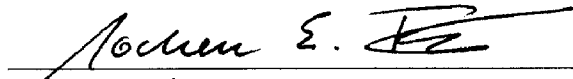
indicated below.


Stephen L. Boyles

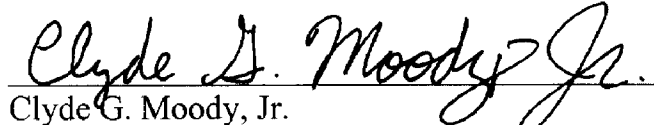
Date: 10 MARCH 2000


Richard C. Leinecker

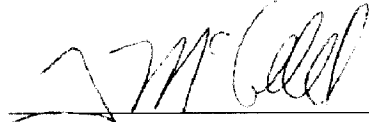
Date: 3/28/00


Jochen E. Fischer

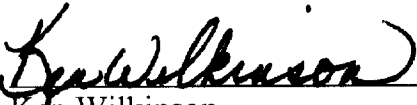
Date: 3/7/00


Clyde G. Moody, Jr.

Date: 3/7/00


Troy McConnell

Date: 3/15/00


Ken Wilkinson

Date: 3/7/00