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

1. Name of conveying party(ies):
   Media Fusion, LLC
   Additional name(s) of conveying parties attached? □ Yes □ No

2. Name and address of receiving party(ies):
   Name: Media Fusion Holdings, Inc.
   Street Address: 5001 Spring Valley
   Suite 1135E
   Dallas, Texas 75244
   Additional name(s) & address(es) attached? □ Yes □ No

3. Nature of conveyance:
   □ Assignment    □ Merger
   □ Security Agreement □ Change of Name
   □ Other:
   Execution dates: September 13, 2000

4. Application numbers or patent numbers:
   If this document is being filed together with a new application, the execution date of the application is: _______
   A. Patent Applications:
      PCT/US99/09913
      Additional Numbers attached? □ Yes □ No
   B. Patent No.(s)
      U.S. Patent No. 5,982,276

5. Name and address of party to whom correspondence concerning document should be mailed:
   Name: Elizabeth A. Gardner, Esq.
   Internal Address: KENYON & KENYON
   Street Address: One Broadway
   City: New York  State: New York  ZIP: 10004

6. Total number of applications and patents involved: 2

7. Total fee (37 C.F.R. 3.41) $80.00
   □ Enclosed
   □ Authorized to be charged to deposit account

8. Deposit account number: 11-6600

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Elizabeth A. Gardner  (Reg. No. 36,519)
Name of Person Signing  Signature
Date  10/24/00

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PATENT ASSIGNMENT

WHEREAS, effective as of the 13th day of September 2000, MEDIA FUSION, LLC, a limited liability company organized and existing under the laws of the State of Texas, and having a place of business at Providence Towers, 5001 Spring Valley, Suite 1135E, Dallas, Texas 75244 owns the entire right, title and interest in and to United States Patent No. 5,982,276, entitled "Magnetic Field Based Power Transmission Communication Method and System," issued on November 9, 1999 in the name of Media Fusion Corp. (hereinafter "USPN 5,982,276") and to the inventions described and claimed therein; and

WHEREAS, effective as of the 13th day of September 2000, the Assignor owns the entire right, title and interest in and to pending Patent Cooperation Treaty Patent Application PCT/US99/09913, "Magnetic Field Based Power Transmission Communication Method and System," filed on May 7, 1999 by Media Fusion Corp. (hereinafter "Application PCT/US99/09913"); and

WHEREAS, effective as of the 13th day of September 2000, MEDIA FUSION HOLDINGS, INC., a corporation organized and existing under the laws of the State of Delaware, and having a place of business at Providence Towers, 5001 Spring Valley, Suite 1135E, Dallas, Texas 75244 (hereinafter "the Assignee"), is desirous of acquiring the entire right, title and interest in and to USPN 5,982,276 and Application PCT/US99/09913 and the inventions therein described and claimed;

NOW, THEREFORE, for and in consideration of the sum of ten (10) dollars, furnished by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns, sells, conveys, grants and transfers unto the Assignee, its successors and
assigns, the entire right, title and interest in and to USPN 5,982,276 and Application PCT/US99/09913 and the inventions therein described and claimed, and in and to any and all foreign counterpart applications and patents, all reissues, re-examinations, extensions, renewals, divisions, continuations or continuations-in-part thereof, to the full end of the term or terms for which USPN 5,982,276 and Application PCT/US99/09913 may be issued, the same as it would have been held and enjoyed by the Assignor, if this Assignment had not been made; together with the right to apply for any patent in any country on said inventions and to prosecute and maintain said applications and patents, and every priority right, as well as every right under all international conventions, that is or may be predicated upon or arise therefrom; together with all claims for profits and damages, past, present, and future, by reason of infringement of said patents by any party or parties, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governments to issue or transfer USPN 5,982,276 and Application PCT/US99/09913 to the Assignee, its successors and assigns, as assignee of the entire right, title and interest therein or otherwise as the Assignee may direct, in accordance with this instrument of Assignment.

The Assignor further agrees that it, its legal representatives and assigns, as the case may be, will at any time, upon request, execute and deliver any and all documents or instruments and do any and all further acts that may be necessary or desirable to perfect and protect the title and all rights to said inventions, patents and applications in said Assignee, its successors, assigns or other legal representatives, and that if a reissue, re-examination, renewal, or extension of such patents or any
patent issuing on said applications, any disclaimer relating thereto or a division, continuation or
continuation-in-part of said applications or the filing of any further applications in any other
countries on the inventions shall hereafter be desired by said Assignee, its successors, assigns or
other legal representatives, the Assignor, its legal representatives and assigns, as the case may be,
will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the
securing and protection thereof, including application for such reissues, re-examinations, renewal,
extension, division, continuation, or continuation-in-part or further application and the procuring
thereof and for the filing of such disclaimer without further compensation but at the expense of said
Assignee, its successors, assigns or other legal representatives.

The Assignor further agrees that it, its legal representatives and assigns, as the case may be,
will at any time upon the request communicate to said Assignee, its successors, assigns or other legal
representatives, any facts relating to said inventions, the patents and applications, or the history
thereof, known to it or its legal representatives and assigns, and will testify as to the same in any
interference or other litigation or proceeding when requested to do so without compensation but at
the expense of said Assignee, its successors, assigns or other legal representatives.

Irrespective of, and in addition to, any right, title and interest in and to USPN 5,982,276 and
Application PCT/US99/09913 that Assignor has acquired by operation of law, Assignor expressly
covenants that it has good and warrantable title to USPN 5,982,276 and Application
PCT/US99/09913 and the full right to convey the interest assigned, and that it has not executed, and
will not execute, any agreement in conflict with the rights being transferred.
IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed on
the first date written hereinafore.

MEDIA FUSION, LLC
(ASSIGNOR)

By: ____________________________

Name: Edwin C. Blake

Title: President, CEO

MEDIA FUSION HOLDINGS, INC.
(ASSIGNEE)

By: ____________________________

Name: Edwin C. Blake

Title: President, CEO