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| FORM PTO-1595 (Rev. 8-93) OMB No. 0551-0011 (exp. 1/01) | | RECORDATION FORM COVER PATENTS ONLY | | U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office | |
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. | | | | | |
| 1. Name of conveying party(ies): <u>Shane Evans</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 2. Name and address of receiving party(ies) Name: <u>R.F. Cellutions, LLC</u> Internal Address: _____ Street Address: <u>1100 E. 64th Ave</u> City: <u>Denver</u> State: <u>CO</u> ZIP: <u>80229</u> Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| 3. Nature of conveyance: <u>11-16-00</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>10-30-2000</u> | | | | | |
| 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) <u>09/008,603</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Edwin H. Cuabtree Patent Atty</u> Internal Address: _____ Street Address: <u>3713 Cherry Creek N. Drive</u> <u>Suite 575</u> City: <u>Denver</u> State: <u>CO</u> ZIP: <u>80209</u> | | 6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed with USPTO Credit Card Payment Form <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy 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. <u>Edwin H. Cuabtree</u> <u>[Signature]</u> <u>11/13/2000</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <u>7</u> Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231 | | | | | |

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Rev. 2, July 1996

PATENT
REEL: 11374 FRAME: 0905

PATENT APPLICATION ASSIGNMENT AND DECLARATION BY ASSIGNEE

WHEREAS ASSIGNOR:

Mr. Shane Evans
6851 Highway 73
Evergreen, Colorado 80439

hereinafter called Inventor/Assignor, is an inventor of an Invention in a certain United States Patent Application:

For: WIRELESS TELEPHONE SERVER SYSTEM
Serial No.: 09/008,603
Filed: January 17, 1998

WHEREAS ASSIGNEE:

R.F. Cellutions, LLC
1100 E. 64th. Ave.
Denver, Colorado 80229

hereinafter called Assignee, desires to acquire the entire right, title, and interest in the Invention, in the United States Patent Application and to any United States Patent and to any foreign patents to be obtained for either the Invention or the Patent Application;

NOW THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the above named Inventor/Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in the above identified United States Patent Application and the Invention therein disclosed for the United States and foreign countries, and it is requested that the Commissioner of Patents and Trademarks transfer title to said Patent Application and the Letters Patent granted upon the Invention set forth in the Patent Application to Assignee, its successors, and assigns; and it is further agreed that Assignee may apply for foreign Letters Patent on the Invention and that the Inventor will execute or assist in obtaining the execution of all papers necessary in connection with the United States and any foreign application when called upon to do so by Assignee or, for litigation regarding, or for the purpose of protecting title to the Invention or Letters Patent therefor for the benefit of Assignee, its successors and assigns.

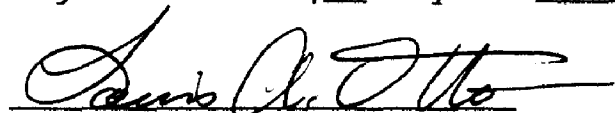
The Assignee declares that to the best of the Assignee's knowledge and belief, title is in the assignee as required under 37 CFR 3.73(b). The Assignee's ownership is established on page 2 in a 3 page letter dated May 12, 1999 by the Inventor/Assignor's attorney, James C. Mallon, Evergreen, Colorado. Enclosed is a copy of this letter and marked "Exhibit A".

The Assignee also declares that "Exhibit A" has been reviewed and certifies that to the best of the Assignee's knowledge and belief, title is in the Assignee.

The Assignee further declares that since the mailing of the letter marked "Exhibit A", the Inventor/Assignor has been unavailable and unwilling to sign any documents related to the subject patent application. Also, the Assignee further declares that since the mailing of the letter marked "Exhibit A", the Inventor/Assignee has been unwilling to participate in any office action from the Patent Office or any costs related to the prosecution of the subject patent application in the U.S. Patent and Trademark Office.

The Assignee declares further that all statements made herein of his/her own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed on this 30th day of October, 2000

A handwritten signature in cursive script, appearing to read "Louis A. Otto", written over a horizontal line.

Mr. Louis A. Otto, President
R.F. Cellutions, LLC

MALLON & ASSOCIATES, P.C.

- Exhibit A -

JAMES C. MALLON

May 12, 1999

Mr. Francis V. Cristiano
Cristiano & Associates
50 South Steele Street
Denver, CO 80209

VIA FAX: 303-322-9574
VIA FIRST CLASS MAIL

Re: R F CELLutions, LLC

Dear Mr. Cristiano:

This is in response to your letter dated May 7th which I was first able to review yesterday and discuss with my client today.

On April 20th, I informed you that this firm had been retained as counsel to Mr. Evans; and that Mr. Evans remained willing to review and consider the transaction involving the possible sale of R F CELLutions, LLC to Trylon. At that time, I also rejected all of the allegations contained in your April 20th letter, but indicated that I would be willing to discuss that letter after first attempting to address the possible Trylon transaction.

You later sent me the January 14, 1999 Letter of Intent with Trylon and suggested I speak with Trylon directly which I did. As I indicated to you in my April 28th correspondence, as a result of statements made to Trylon by Messrs. Otto and Blum, Trylon indicated it was rethinking the transaction and was going to change the underlying terms and conditions of any proposed transaction.

On Tuesday, May 4th, I confirmed to you, my receipt of Trylon's "Outline of Additional Trylon Requirements for RFC" and suggested that we discuss it, since some of the changes in Trylon's position might not be acceptable.

On May 7th, you responded by indicating that such a discussion was not necessary and that you would only be willing to discuss this matter with me so long as the agenda was to first consummate a settlement agreement between RFC and Mr. Evans. With your letter, you included a document entitled "Settlement Agreement".

1202 Bergen Parkway - Suite 311 - Evergreen, CO 80439
(303)674-4858 - Fax (303)674-1315
E-Mail jmallon@mallonlaw.com

Mr. Francis V. Cri. 10
May 12, 1999
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I have reviewed the Settlement Agreement. Since you have stated that a settlement agreement is a pre-requisite to discussions on a Trylon agreement, let me respond first to your proposed Settlement Agreement:

1. Your proposed Settlement Agreement contains a long section entitled "Recitals" which, with a few exceptions, misstates the facts, the legal effect of the documents that have thus far been executed, and the law applicable to this situation.
2. In the body of this proposed Settlement Agreement, you attempt to impose obligations on Mr. Evans which he is not presently subject to; you attempt to create rights in RFC which do not presently exist; and you propose remedies which are not currently provided for.
3. Despite the objections to Trylon's additional requirements which I previously expressed, you have incorporated almost verbatim all of the items set forth in the "Outline of Additional Trylon Requirements".

Your proposed Settlement Agreement would also require Mr. Evans to enter into a variety of open-ended agreements on whatever terms may be dictated by Trylon, and agree to an open-ended Employment Agreement "at the pleasure of Blum and Otto... or as per the desire and direction of Trylon". As a result of the foregoing, your proposed "Settlement Agreement" is unacceptable.

It is regrettable that as a result of Messrs. Otto's and Blum's discussions with and statements to Trylon, Trylon now requires fundamental changes to the proposed Trylon transaction, most of which impose unacceptable conditions on Mr. Evans. Had we been able to discuss these requirements, as I suggested, it might have been possible to work out some type of a counterproposal which would have been mutually acceptable. That no longer appears possible.

In the course of our communications, and those with Trylon, there appears to be a concern about the status of the MPC unit, which was the subject of the Sale and Purchase Agreement (which was executed pursuant to the Operating Agreement for R F CELLutions, LLC). It is my understanding that that conveyance was concluded, that RFC owns the rights to the MPC technology, and that RFC is currently completing the patent application process for this product. It is not my client's intent to hinder RFC's successful conclusion of that patent process, and is fully prepared to fulfill all of his obligations to assist RFC in obtaining its patents for the MPC. If there is something which you need in this regard, please let me know.

This is an acknowledgement through Evan's attorney that he sold the MPC patent to RFC.

As Mr. Evans has previously indicated to you, and as confirmed by you in your prior correspondence, Mr. Evans is no longer an employee of RFC. Because of the severe disagreements among Messrs. Otto, Blum, and Evans, and what we believe to be

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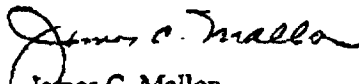
Mr. Francis V. Cristiano
May 12, 1999
Page 3

substantial breaches of the applicable documents by Messrs. Blum and Otto, I would suggest that consideration be given to their purchasing Mr. Evan's interest in RFC. Messrs. Otto and Blum can then proceed with conducting the business of RFC in any manner they see fit, and can pursue their transaction with Trylon without the difficulties being caused by these disputes, and by Trylon's proposed requirements on Mr. Evans.

It is apparent from the Letter of Intent that the major portion of the proposed Trylon transaction involves Trylon's acquisition of Messrs. Otto's and Blum's other business entities. Perhaps their acquisition of Mr. Evans' position in this matter, will facilitate Messrs. Otto and Blum proceeding with their proposed transactions with Trylon. If you are interested in discussing such an approach to solving this problem, please let me know. My client is willing to assist them in this regard if an acceptable method of doing so can be worked out.

In the meantime, I will refrain from informing Trylon that your proposed "Settlement Agreement" is unacceptable and that the additional conditions which they have imposed as a result of their conversations with Messrs. Otto and Blum are unacceptable as well.

Sincerely,


James C. Mallon

JCM/mkm