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Correspondent Name and Address	Area Code and Telephone Number (215) 569-5608		
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Patent Cooperation Treaty (PCT)		······································		
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(Enter for payment by deposit account or if add	ditional fees can be charged to the account.) Deposit Account Number: #02	-2555		
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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. Charges to deposit account are authorized, as indicated herein.				
David M. Perry, Esquire	Mary M. Ta	2.7.01		
Name of Person Signing	Signature	Date		
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ASSIGNMENT OF U.S. PATENTS

ASSIGNMENT OF U.S. PATENTS (the "Assignment") made by PinOak Digital Corporation, a Delaware corporation ("Assignor") to Pin Oak Digital LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns the patent set forth on Exhibit A hereto and incorporated herein by reference, which was issued by the United States Patent and Trademark Office (the "<u>Assigned</u> <u>Patents</u>"); and

WHEREAS, Assignee desires to purchase and acquire all of Assignor's right, title and interest in and to the Assigned Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey, assign and deliver ("Transfer") to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to, including without limitation the right to make, to use and to vend, the Assigned Patents, together with any and all priority rights derived therefrom, inventions disclosed therein, patent disclosures and inventions (whether or not reduced to practice) and any and all patents or the like and reissues thereof which may be granted, and in all patents or the like which may be issued upon any substitute, divisions, continuations, and extensions or improvements thereof and counterparts thereof in other countries; all rights to apply for registration and grant in other countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patents or other patents or the like assigned to Assignee pursuant hereto, including, without limitation, the right to compromise, sue for and collect such profits and damages; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflicts of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed as of this 26th day of January , 2001.

PINOAK DIGITAL CORPORATION

By:

Name: Peter M. Detwiler Title: Chief Executive Officer

EXHIBIT "A"

PATENTS

Patent	Patent Number	Date of Patent
High Speed, High and Medium Frequency Communications System	5,825,814	October 20, 1998

RECORDED: 02/07/2001