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SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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Tab settings

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



1. Name of conveying party(ies):

James M. Rogers

MCRO 3-26-01

Additional names(s) of conveying party(ies)

Yes No

2. Name and address of receiving party(ies):

Name: BellSouth Intellectual Property Corp.

Address: 824 Market Street

Suite 510

City: Wilmington

State/Prov.: DE

Country: U.S.A.

ZIP: 19801

Additional name(s) & address(es)

Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: March 1, 2001

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:

Patent Application No.

Filing date

B. Patent No.(s)

09/750,137

December 29, 2000

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Oblon

Registration No. 42,956

Address: SHAW PITTMAN

1650 Tysons Boulevard

City: McLean

State/Prov.: VA

Country: U.S.A.

ZIP: 22102

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

50-1390

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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.

Aslan Baghdadi

Name of Person Signing

Signature

March 26, 2001

Date

4

Total number of pages including cover sheet, attachments, and

ASSIGNMENT

WHEREAS, James M. Rogers residing at 3420 Ridgeland PL
Alpharetta, GA 30004 (hereinafter "Assignor") has invented certain new and useful improvements in INTEGRATED REMOTE CONTROL UNIT FOR OPERATING A TELEVISION AND A VIDEO GAME UNIT for a full description of which reference is here made to an application for Letters Patent of the United States of America filed December 29, 2000 and assigned application serial no. 09/750,137; and

WHEREAS, BellSouth Intellectual Property Corporation a corporation of the State of Delaware, having its principal office and place of business at 824 Market Street, Suite 510, Wilmington, Delaware 19801 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 1st day of March, 2001.

SIGNATURE: James M Rogers

NAME: James M. Rogers

STATE OF Georgia

COUNTY OF Fulton

I, Karen Gaskill, a Notary Public in and for the County and State aforesaid, do hereby certify that James M. Rogers, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 1st day of March, 2001.

(SEAL)

Karen Gaskill
Notary Public

