

FORM PTO-1585

RE

06-21-2001

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To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

6-11-01

M.P. Technology, Inc.  
IPB 5F Sakamachi 26-27  
Shinjuku-ku  
Tokyo 160-0002 Japan

Additional name(s) of conveying parties attached? ☐ Yes  
☒ No

2. Name and address of receiving party(ies)

Name: Nippon Telegraph and Telephone Corporation  
Internal Address: \_\_\_\_\_  
Street Address: 3-1, Otemachi 2-chome  
City: Chiyoda-ku  
State: Tokyo 100-8116 Japan

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other: \_\_\_\_\_

Execution date(s): April 11, 2001

4. Application numbers or patent numbers:

A. U.S. Patent Application No. 09/206,134 filed on  
December 7, 1998

B. Patent No.(s)

Additional Numbers attached? ☐ Yes ☒ No

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

Name: Edward W. Greason  
Internal Address: KENYON & KENYON  
Street Address: One Broadway  
City: New York State: New York ZIP: 10004  
**CUSTOMER NO. 26646**

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41) ..... \$ 40.00

☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

11-0600

06/21/2001 LMUELLER 00000005 110600 09206134

01 Fee: 581 40.00 CH

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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.

Aaron C. Deditch (Reg. No. 33,865)  
Name of Person Signing

Signature

Date

6/11/2001

Total Number of pages including cover sheet, attachments and document: 4

OMB No. 0651-0011 (exp. 4/94)

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PATENT  
REEL: 011899 FRAME: 0281

## UNITED STATES ASSIGNMENT

WHEREAS, M.P. TECHNOLOGY, INC., a Japanese Company residing at IPB 5F Sakamachi 26-27 Shinjuku-ku Tokyo 160-0002 Japan (hereinafter "Assignor") is the co-owner and co-assignee of all right, title and interest in and to inventions and discoveries in the United States of America ("the United States") in a "Method and System for Billing on the Internet" of United States Patent Application Serial No. 09/206,134 ("the '134 Patent Application"), which was filed on December 7, 1998 for a United States Letters Patent, any continuation, divisional, renewal or substitute applications of the '134 Patent Application, any United States Letters Patents granted thereon and any reissue or re-examination thereof (collectively, "the United States Intellectual Property"), assignments for which were recorded in the United States Patent and Trademark Office on April 15, 1999 at Reel 9887, Frame 0599, and on March 17, 1999 at Reel 9822, Frame 0902;

WHEREAS, NIPPON TELEGRAPH AND TELEPHONE CORPORATION, a Japanese Company residing at 3-1, Otemachi 2-chome, Chiyoda-ku, Tokyo 100-8116 Japan, including its assigns and successors (hereinafter "Assignee"), is also the co-owner and co-assignee of the United States Intellectual Property, and desires to be the sole owner and sole assignee thereof and to obtain all right, title and interest in and to the United States Intellectual Property, including the rights, title and interest (including the related benefits and privileges) recited herein;

WHEREAS, the Assignor, including its assigns, successors and legal representatives, hereby represents and warrants the following: the Assignor has not made or entered into and will not make or enter into any assignment, agreement, sale or encumbrance which will conflict in any way with or supersede this United States Assignment; the Assignor has not conveyed and will not convey to others any right, title or interest in the United States Intellectual Property, or any license to make, use or sell anything embodying or using any of the United States Intellectual Property in the United States; the Assignor has good and legal right to assign, convey and transfer the United States Intellectual Property to Assignee without any

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**PATENT**  
**REEL: 011899 FRAME: 0282**

encumbrance or limitation; and the Assignor is not aware of any contrary claim.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, including its assigns, successors and legal representatives does hereby, without any reservations, assign, convey and transfer to the Assignee, the entire right, title and interest in and to the United States Intellectual Property, including the '134 Patent Application, any continuation, divisional, renewal and substitute applications of the '134 Patent Application, any United States Letters Patents granted thereon, and any reissue or reexamination thereof, including the exclusive and sole right to apply for any United States Patent Application for the United States Intellectual Property and every United States priority right that is or may be predicated upon or arise from any of the United States Intellectual Property, including United States Letters Patent rights to the full end of the term or terms for which any United States Letters Patents for the United States Intellectual Property may be issued, the same to be held and enjoyed by the Assignee the same as it would have been held and enjoyed by the Assignor if this Assignment had not been made; together with any and all claims, including damage claims, for any and all infringements of the United States Intellectual Property, including the sole and express right by the Assignee to sue for any such infringements, including any past infringements, to collect and retain any and all monetary awards and to enforce any and all injunctions or other remedies for any such infringements.

The Assignor, including its assigns, successors and legal representatives, authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer any and all United States Letters Patents and United States Patent Applications to Assignee, as sole assignee of the entire right, title and interest therein according to this Assignment or otherwise as Assignee may direct.

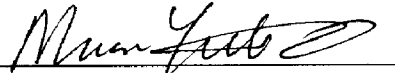
The Assignor, its assigns, successors and legal representatives, agree to perform, upon Assignee's request and at Assignee's expense, but without additional consideration to the Assignor, including its assigns, successors and legal representatives, all acts reasonably serving to assure that the United States Intellectual Property shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor, its assigns,

successors and legal representatives, if this assignment had not been made; and to execute and deliver to Assignee all lawful United States Patent Application documents and papers for the United States Intellectual Property, including petitions, specifications, oaths, assignments, disclaimers, and lawful affidavits or declarations in form and substance as may be requested by Assignee; and to testify to the same in any interference, arbitration, litigation or other proceeding for the United States Intellectual Property.

This Assignment is entered into with the understanding that it is: (1) effective only in the United States of America, including any United States territories, and does not include any assignment rights of ownership of, or any license to use, any counterpart or otherwise related foreign patents or foreign patent applications; and (2) effective solely and exclusively for the United States Intellectual Property identified herein.

*IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11<sup>th</sup> day of April, 2001.*

M.P. TECHNOLOGIES, INC.

By:   
Masuo Yoshimoto  
President

WITNESSED BY:



Name  
Tadahiko Itoh

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