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To the Honorable Commissioner of the Patent & Trademark Office

1. Name of conveying party(ies):  <b>Reginald Keith Barrett</b> 9-17-01	2. Name and address of receiving party(ies) Name: <b>Barrett IP Holding, L.L.C.</b>  Internal Address: Suite 950  Street Address: 321 S. Plymouth Ct.  City: Chicago State: IL Zip: 60604
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Additional name(s) of Conveying party(ies) attached? Yes  No

Nature of conveyance:  
 Assignment     Merger  
 Security Agreement     Change of Name  
 Other

Execution Date: **August 31, 2001**

Additional name(s) & address(es) attached?  
 \_\_\_\_\_ YES  
 NO

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) No. 09/783,223 International PCT/US01/05547	B. Patent No.(s)
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Additional numbers attached?  YES  NO

5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <b>Mark J. Murphy</b> <b>Cook, Alex, McFarron, Manzo, Cummings &amp; Mehler, Ltd.</b>  Internal Address: <b>200 West Adams Street,</b> <b>Suite 2850</b>  Street Address:  City: <b>Chicago</b> State: <b>IL</b> ZIP: <b>60606</b>	6. Total number of applications and patents involved: <b>2</b>  7. Total fee (37 CFR 3.41) ----- <b>\$40.00</b>  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorization to be charged to deposit account  8. Deposit account number: <b>50-1039</b> (Attach duplicate copy of this page if paying by deposit account)
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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.

**Mark J. Murphy** September 13, 2001  
 \_\_\_\_\_  
 Name of Person Signing Signature Date

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

## PATENT AND TECHNOLOGY ASSIGNMENT

This Patent and Technology Assignment ("Assignment") is given as of August 31, 2001 by Reginald Keith Barrett, an individual residing in Broomfield, Colorado (the "Assignor"), to Barrett IP Holding, L.L.C., a Delaware limited liability company (the "Assignee").

1. In consideration of Ten Dollars, the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, for itself and its successors and assigns, does hereby sell, assign, transfer, convey and deliver to the Assignee and Assignee's successors and assigns, for its and their own use forever, the following:

(a) all of Assignor's right title and interest in and to all of the patent applications listed on Exhibit A attached hereto and in any and all inventions described or shown therein, and to any applications filed in any country based thereon or on a document claiming common priority, including the right to file applications under the provisions of any convention or treaty; and in and to any letters patents, confirmations, divisionals, continuations, continuation-in-parts, or substitute applications which may be filed on said inventions; and in and to any patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted upon said inventions (the "Patents"); and

(b) all technical information related to the Patents including without limitation, all information (whether or not subject to patent registration or protection) relating to the Patents, such as research and development, methods, trade secrets, know-how, formulas, modifications or improvements, compositions, protocols, processes and techniques, design, discoveries, machines, inventions, ideas, data, statistical information and analyses, documentation produced or compiled by or on behalf of Assignor, computer programs (including software and data used in all such programs, related source and object codes), algorithms, drawings, and specifications (the "Technology").

2. Assignor agrees to execute, at the request of the Assignee, (i) all documents in connection with any application for United States letters patent or foreign letters patent for the Patents or Technology, (ii) any divisional, continuation or substitute application for the invention or improvements, and any oath, declaration or affidavit relating thereto, and (iii) any application for the reissue or extension of any letters patent that may be granted upon the application. Assignor agrees to perform, upon request, any affirmative acts to obtain said letters patent of the United States or foreign letters patent and to vest in the Assignee all rights therein, so that the letters patent will be held and enjoyed by the Assignee, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

3. In the event that any application or letters patent that Assignor now assigns becomes involved in interference, Assignor agrees to cooperate with Assignee to prepare and execute the preliminary statement and giving and producing evidence in support thereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

Reginald Keith Barrett

Reginald Keith Barrett

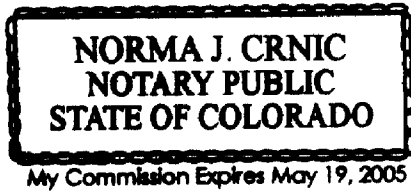
STATE OF Colorado )  
 ) SS  
COUNTY OF Boulder )

Norma J. Crnic, a Notary Public in and for the County and State aforesaid, do hereby certify that Reginald Keith Barrett, 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 uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 31st day of August, 2001.

Norma J. Crnic  
NOTARY PUBLIC  
Commission Expires: 5/19/05

[SEAL]



**Exhibit A**

1. U.S. Patent Application Serial No. 09/783,223
2. International PCT/US01/05547