


<p style="font-size: 2em; font-family: cursive;">2/7/02</p> <p style="text-align: right;">R</p>	<p style="font-size: 1.2em;">02-26-2002</p>  <p style="font-size: 1.2em;">101993115</p> <p style="font-size: 0.8em;">LOA Assignment Washington, DC 20231</p>	<p>Attorney Docket No. <u>PT-035</u></p>
<p>TO THE HONORABLE</p>		<p>TRADEMARKS</p>
<p>Please record the attached original documents or copy thereof.</p>		
<p>1. Name of conveying party(ies): (1) Frank J. Chu; and (2) Katherine W. Kwan</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Paltalk Holdings, Inc.</u></p> <p>Address: <u>213 West 35th Street, New York, NY 10001</u></p> <p>Country (if other than the U.S.) _____</p>	
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>February 6 and 7, 2002</u></p>	<p style="font-size: 2em; font-family: cursive;">10/072175</p>	
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is: <u>February 6 and 7, 2002</u></p> <p>A. Patent Application No(s). _____ B. Patent No(s). _____</p> <p style="text-align: center;">Additional Numbers(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p style="margin-top: 20px;">Skadden, Arps, Slate, Meagher & Flom LLP Four Times Square New York, NY 10036 Customer Number: 26137</p>	<p>6. Number of applications and patents involved: <u>01</u></p> <hr/> <p>7. Total Fee (37 CFR 3.41) \$ <u>40.00</u></p> <p>Please charge to the deposit account listed in section 8.</p> <hr/> <p>8. Deposit Account No.: <u>19-2385</u></p>	
<p>9. Statement and signature.</p> <p style="margin-top: 20px;">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.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;"> <p style="font-size: 1.2em; font-family: cursive;">Andrew F. Strobert</p> <p>Name of Person Signing Reg. No. <u>35,735</u></p> </div> <div style="width: 30%; text-align: center;"> <p style="font-size: 1.5em; font-family: cursive;">[Signature]</p> <p>Signature</p> </div> <div style="width: 30%; text-align: right;"> <p><u>February 7, 2002</u></p> <p>Date</p> </div> </div> <p style="text-align: right; margin-top: 20px;">Total Number of pages including cover sheet: <u>04</u></p>		

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ASSIGNMENT

Joint

WHEREAS, We Frank J. Chu, a citizen of the United States; and Katherine W. Kwan, a citizen of the United States, ASSIGNORS, have created a certain invention entitled:

"System Architecture for Linking Packet-Switched and Circuit-Switched Clients"

for which we have made an application for Letters Patent of the United States, which application:

- ☒ is attached hereto, and
- ☒ which was filed as, and claims priority to, U.S. Provisional Application 60/266,854 on February 7, 2001; and

WHEREAS, we Frank J. Chu and Katherine W. Kwan were employees of HearMe at the time the invention was made and when the invention was filed as provisional application 60/266,854 on February 7, 2001; and

WHEREAS, we understand that HearMe has assigned all rights, title and interest in and to the invention to Paltalk Holdings, Inc.; and

WHEREAS, Paltalk Holdings, Inc., ASSIGNEE, a corporation organized and existing under the laws of the State of Delaware and having offices for the transaction of business at 213 West 35th Street, Thirteenth Floor, New York, NY 10001, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application;

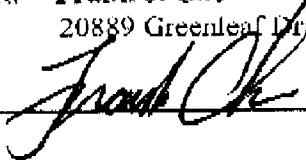
NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations or continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND, for reasonable reimbursement for time and services at rates to be mutually agreed in advance by ASSIGNEE and the ASSIGNORS, WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

- (1) Name of FIRST ASSIGNOR: **Frank J. Chu**
Residence of ASSIGNOR: 20889 Greenleaf Drive, Cupertino, CA 95014
Signature of ASSIGNOR:  Date: 2-7, 2002
- (2) Name of SECOND ASSIGNOR: **Katherine W. Kwan**
Residence of ASSIGNOR: 1072 Wilmington Avenue, San Jose, CA 95129
Signature of ASSIGNOR: _____ Date: _____, 2002

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Signature of ASSIGNOR: _____ Date: _____, 2002

(2) Name of SECOND ASSIGNOR: **Katherine W. Kwan**
 Residence of ASSIGNOR: 1072 Wilmington Avenue, San Jose, CA 95129

Signature of ASSIGNOR: Katherine W. Kwan Date: Feb 6, 2002