

02-27-2002



2.11.02

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

1. Name of conveying party(ies):

PTEK Holdings, Inc.

Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies)

Name: Education Networks of America, Inc.

Internal Address \_\_\_\_\_

Street Address: 1101 McGavock Street

City: Nashville ST: TN ZIP 37203

Additional name(s) & address(es) attached?

3. Nature of conveyance:

Assignment

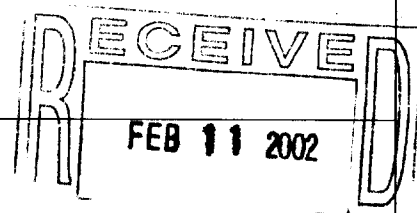
Execution Date: December 7, 2001

4. Application number(s) or patent number(s):

A. Patent Application No.(s): 09/366,530 and 09/861,423

Additional numbers attached?  Yes  No

B. Patent No.(s):



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

Name: WADDEY & PATTERSON

Internal Address: BANK OF AMERICA PLAZA

SUITE 2020

Street Address: 414 UNION STREET

City: NASHVILLE State: TN Zip: 37219

Customer No. 23456

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41):..... \$80.00

8. Deposit account number:

23-0035

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

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.

02/26/2002 TDIAZI 00000193 09366530

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80.00 OP

Mark J. Patterson, Reg. No. 30,412

12/3/02

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, DC 20231

## **ASSIGNMENT OF PATENT APPLICATIONS AND INVENTIONS**

WHEREAS, PTEK Holdings, Inc., a corporation of the State of Georgia, having its principal place of business at The Lenox Building, 3399 Peachtree Road, N.E., Suite 600, Atlanta, Georgia 30326, as secured party and agent to secured parties Richard D. Plumley and WWW Internet Fund, Inc. (collectively, "ASSIGNOR"), has a perfected security interest in certain inventions and improvements disclosed in an application for Letters Patent entitled "Information Retrieval System with Concurrent Linked Pages," filed in the United States Patent and Trademark Office on May 18, 2001 as Application No. 09/861,423; and in an application for Letters Patent entitled "Code Insertion System," filed in the United States Patent and Trademark Office on August 2, 1999 as Application No. 09/366,530 (collectively the "Patent Applications") pursuant to that certain Security Agreement dated March 8, 2001 between ASSIGNOR and nTown Communications, Inc.;

WHEREAS, PTEK Holdings, Inc. has a security interest in all of the inventions and improvements disclosed in the Patent Applications listed above pursuant to an Assignment of Patent Applications and Inventions dated October 8, 2001 between PTEK Holdings, Inc. and nTown Communications, Inc. for purposes of effectuating ASSIGNOR'S rights as secured parties under the Georgia and Tennessee Uniform Commercial Codes;

WHEREAS, having duly provided Notice of Disposition of Collateral to all appropriate parties as required by the Georgia and Tennessee Uniform Commercial Codes (the "UCC"), ASSIGNOR made available all of the Patent Applications listed above for sale at public auction to the highest qualified bidder; and

WHEREAS, Education Networks of America, Inc. ("ENA"), a corporation of the State of Delaware (hereinafter, "ASSIGNEE"), is desirous of acquiring the rights in the certain inventions and improvements disclosed in the Patent Applications listed above;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents pursuant to the provisions of Article 9 of the UCC does sell, assign and transfer unto ASSIGNEE all right, title, and interest in and to said applications, in and to any divisions, continuations, and reissues thereof, and in and to all inventions and improvements disclosed and described in said applications, preparatory to obtaining Letters Patent of the United States therefore that ASSIGNOR may have; and ASSIGNOR hereby requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said applications, or from a division, continuation, or reissue thereof, to ASSIGNEE, as the assignee, for its interest and for the sole use and benefit of ASSIGNEE and its assigns and legal representatives.

For the same consideration, ASSIGNOR by these presents does sell, assign, and transfer to ASSIGNEE the full, exclusive, and entire right, title and interest in and to any foreign application or applications corresponding to said applications, in whole or in part, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, said foreign applications to be filed and issued in the name of ASSIGNEE, or its designee insofar as permitted by applicable law.

AND, for the same consideration, ASSIGNOR agrees to sign all lawful papers, execute all divisional, continuing, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

ASSIGNOR further agrees that all necessary records of ASSIGNOR to establish priority of invention in any interference or similar proceeding will be made available at no

additional charge to ASSIGNEE, in the event such records are needed in connection with any of the assigned applications for Letters Patent.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN SECTION 2 OF THE GENERAL BILL OF SALE WITH RESPECT TO CERTAIN ASSETS OF PTEK HOLDINGS, INC., RICHARD D. PLUMLEY, AND WWW INTERNET FUND, DATED DECEMBER 7, 2001 (THE "INSTRUMENT"), ASSIGNOR IS SELLING, ASSIGNING AND TRANSFERRING THE PATENT APPLICATIONS AND OTHER RIGHTS DESCRIBED HEREIN ON AN "AS IS", "WHERE IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE OTHER THAN AS EXPRESSLY SET FORTH ABOVE AND ASSIGNOR WARRANTS TITLE TO THE PATENT APPLICATIONS BY ANYONE CLAIMING BY, THROUGH OR UNDER ASSIGNOR BUT NOT FURTHER OR OTHERWISE.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers and its seal to be affixed, this 7<sup>th</sup> day of December, 2001.

ASSIGNOR

PTEK HOLDINGS, INC.

On behalf of itself and as Agent for Richard D. Plumley and WWW Internet Fund

By:



Name:

Patrick G. Jones

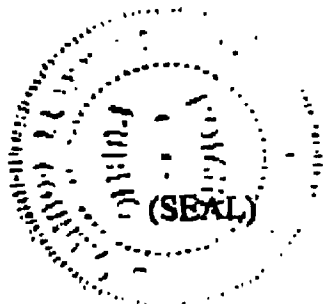
Title:

EVP

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF Georgia  
COUNTY OF Fulton

Before me, the undersigned attesting officer duly authorized to administer oaths, a Notary Public in and for the county aforesaid, on this 14th day of December, 2001, personally appeared Patrick G. Jones to me known personally, and who, being by me duly sworn, deposes and says that he is the Authorized Agent of PTEK Holdings, Inc., Richard D. Plumley and WWW Internet Fund, Inc. (collectively the "Assignor") and that said instrument was signed and sealed on behalf of said Assignor by authority of the Assignor, and said Patrick G. Jones acknowledged said instrument to be the free act and deed of said Assignor.



Docket No.: 17813-0002

Richard D. Sifer  
NOTARY PUBLIC

My Commission Expires:

3/11/05