

04-19-2002

FORM PTO-1595

2 SHEET

U.S. DEPARTMENT OF COMMERCE

(REV. 6-93)

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

Patent and Trademark Office



102061642

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

1. Name of conveying party(ies):
 TELDATA SOLUTIONS LLC **4-4-02**
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: FIRSTPOINT ENERGY CORPORATION
 Internal Address:
 Street Address: 1001 SW Fifth Avenue, Suite 500
 City: Portland State: Oregon ZIP: 97204
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: March 27, 2002

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) 09/563,023
 B. Patent No.(s)
 Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Thomas J. McWilliams
 Internal Address: ReedSmith LLP
2500 One Liberty Place
 Street Address: 1650 Market Street
 04/18/2002 TDI AZI 00000145 09563023
 01 PC:581 40.00 DP
 City: PHILADELPHIA State PA ZIP 19103

6. Total number of applications and patents involved: 1
 7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
18-0586
 (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.
Thomas J. McWilliams
 Name of Person Signing

 Signature
April 4, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 14
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

CONFIRMATION OF ASSIGNMENT

WHEREAS, TELDATA SOLUTIONS LLC, a Delaware Corporation having a place of business at 15 West 36th Street, Suite 10N, New York, NY 10018,

hereinafter generally referred to collectively as "ASSIGNOR", has held certain ownership rights in and to certain new and useful inventions as described in Patent Application (hereinafter "Intellectual Property"):

U.S. Pat. App. No. 09/563,023 Apparatus and Method for Powering a Telephone-Based Inbound Telemetry Device;

prior to acquisition of ownership rights in the Intellectual Property by FIRSTPOINT ENERGY CORPORATION ("ASSIGNEE"), a Delaware Corporation having a business address at 1001 SW Fifth Avenue, Suite 500, Portland, Oregon 97204; and

WHEREAS, ASSIGNOR acquired, from TELDATA ACQUISITION LLC, in the form of a Certificate of Amendment of Certificate of Formation of Teldata Acquisition, LLC, executed January 4, 2001, and attached hereto as Exhibit A, the ownership rights ("Ownership Rights"), including all right, title, and interest in and to said certain new and useful inventions as described in said Intellectual Property; and

WHEREAS, TELDATA ACQUISITION LLC acquired, from TELDATA, LLC, by an Agreement, executed December 7, 2000, and attached hereto as Exhibit B, said Ownership Rights;

WHEREAS, TELDATA, LLC acquired, from TELDATA, INC., in the form of a Certificate of Conversion of Teldata, Inc., executed October 10, 2000, and attached hereto as Exhibit C, said Ownership Rights;

WHEREAS, TELDATA, INC. acquired, from Yongping Xia and Joshua S. Zhu (collectively "Inventors"), by an Agreement in the form of an Assignment from Inventors, executed May 1, 2000, and attached hereto as Exhibit D, said Ownership Rights; and

WHEREAS, the ASSIGNOR wishes to acknowledge this assignment of the Ownership Rights; and

WHEREAS, the ASSIGNOR wishes to assign any of said Ownership Rights remaining in and with the ASSIGNOR, following said Agreement executed January 4, 2001, in and to said Intellectual Property, to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One U.S. Dollar, and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged, and intending to be legally bound hereby, the undersigned ASSIGNOR hereby acknowledges and confirms the assignment, transference, and conveyance to ASSIGNEE, as of January 4, 2001, of the whole and entire right, title and interest in and to said Intellectual Property, and agrees to sell, assign, transfer and convey, and does hereby sell, assign, transfer and convey, unto ASSIGNEE, any and all, if any, right, title and interest remaining in and with the ASSIGNOR, after execution of the Agreement executed January 4, 2001, in and to said inventions as described in said Intellectual Property, for the territory of the United States and its possessions and territories, and all foreign countries, and in and to the said Intellectual Property for any and all Patents which have been or may be granted on said Intellectual Property, and on the new and useful inventions described therein, including all divisional, reissue, reexamination and continuation or continuations-in-part applications based thereon;

said whole right, title, and interest, and any right, title, and interest remaining in and with the ASSIGNOR, in said Intellectual Property to be held and enjoyed by ASSIGNEE, and to be so enjoyed to the full end of the term or terms for which said Intellectual Property is granted, or may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this Confirmation of Assignment not been made;

and for the aforesaid consideration ASSIGNOR hereby covenants, agrees and will undertake to execute, whenever requested by ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing unto ASSIGNEE, or for maintaining unto ASSIGNEE, all rights hereby assigned, confirmed as assigned, or agreed to be assigned, all without further compensation to the undersigned ASSIGNOR.

Executed this 27th day of March 2002

2001,

Teldata Solutions LLC

BY:
Dennis Wilson
Chairman of the Board, FirstPoint Energy Corporation
For
Teldata Solutions LLC,
a wholly owned subsidiary of FirstPoint Energy Corporation

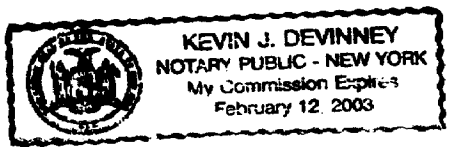
Dennis Wilson

State of New York)SS:
County of Suffolk)

Before me personally appeared said Dennis Wilson and acknowledged the foregoing instrument to be his free act and deed this 27th day of March, 2002

SEAL

[Signature]
(Notary Public)



Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TELDATA ACQUISITION, LLC" CHANGING ITS NAME FROM "TELDATA ACQUISITION, LLC" TO "TELDATA SOLUTIONS, LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF JANUARY, A.D. 2001, AT 9 O'CLOCK A.M.



Harriet Smith Windsor

Secretary of State

3324275 8100

010009210

AUTHENTICATION: 0899188

DATE: 01-05-01

CERTIFICATE OF AMENDMENT

OF

CERTIFICATION OF FORMATION

OF

Teldata Acquisition, LLC

January 4, 2001


It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is Teldata Acquisition, LLC.

2. The certificate of formation of the limited liability company is hereby amended by striking out Article First thereof and by substituting in lieu of said Article the following new Article:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is Teldata Solutions, LLC.

The effective time of the amendment herein certified shall be January 4, 2001.


Raymond G. Saleby, President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 01/05/2001
010009210 - 3324275

PATENT
REEL: 012796 FRAME: 0583

**ASSIGNMENT
OF PATENTS, TRADEMARKS AND DOMAIN NAMES**

TELDATA, L.L.C. a limited liability company duly organized under and pursuant to the laws of Delaware and having an address at 30 E. Wacker Drive #2200, Chicago, Illinois 60606 (hereinafter referred to as "Assignor") owns the entire right, title, and interest in and to the following:

1. **Patents.** Each of the Letters Patent identified and set forth on Schedule 3.9 ("Assignor Patents") attached to the Asset Purchase Agreement dated as of December 7, 2000 ("Purchase Agreement"), by and between Assignor and Teldata Acquisition, L.L.C., a limited liability company duly organized pursuant to the laws of the state of Delaware, and having an address at 15 West 36th Street, 10N, New York, New York 10018 ("Assignee").

2. **Trademarks.** Each of the trademarks, service marks, trade names, logos, and corporate symbols, trademark applications, and trademark registrations set forth on Schedule 3.9 and Schedule 1.1, Part I ("Assignor Trademarks"), both attached to the Purchase Agreement.

3. **Domain Names.** Each of the domain names set forth on Schedule 1.1, Part I ("Assignor Domains").

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Assignor Patents and Assignor Trademarks;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable and legally sufficient consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees as follows:

1. **Patents.**

(a) Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the Assignor Patents and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, and all agreements from predecessors in interest of Assignor relating to cooperation in the procurement, maintenance, enforcement and defense of patents for the Assignor Patents, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

(b) For the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the invention set forth in said applications and

said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

(c) For the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever the Assignee, its successors, legal representatives, and assigns, shall request, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

(d) The Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

2. **Trademarks.** Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest whatsoever in and to the Assignor Trademarks, together with the goodwill of the business symbolized by the Assignor Trademarks, as well as all right, title and interest in and to the certificates of registration with the United States Patent and Trademark Office, for each of the Assignor Trademarks.

3. **Domain Names.** Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the Assignor Domains, together with all rights in any registrations of said domain names with Network Solutions, Inc. or other registrar of Internet domain names. Assignor agrees to execute such transfer or assignment of registrations as is necessary to transfer the ownership of the Domain Names to Assignee.

TELDATA, L.L.C.

Date: December 7, 2000

By: [Signature]
Title: N.P. Winser, Authorized Agent for Member

State of ~~Oregon~~ Colorado
County of: Denver

The preceding Assignment was acknowledged before me this 7th day of December, 2000 by N.P. Winser.

[Signature]

Notary Public

My Commission Expires:

**RUTH A. CHRISTENSEN
NOTARY PUBLIC
STATE OF COLORADO**

(04/00)

My Commission Expires 3/9/2004

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RTYOH LXXC

**Schedule 3.9
Intellectual Property**

Patents Issued:

Patent Number	Patent Description	Inventor	Date of Issue
5,682,422	Method and Apparatus for the On-Demand Activation of Telephone Line Telemetry Devices	Stewart W. Oliver	10/28/97
5,677,947	Apparatus and Method for Operating a Telephone Line Telemetry Device in a Multiple Host Environment	Stewart W. Oliver	10/14/97
5,485,654	Telemetry Device Including a Dynamic Off-Hook Detector Capable of Operating in a Pulse Dialing Environment	Stewart W. Oliver	01/30/96
5,485,509	Telemetry Device Including a Dynamic Off-Hook Detector	Stewart W. Oliver	01/16/96
5,235,634	Apparatus and Method for Activating an Inbound Telemetry Device	Stewart W. Oliver	08/10/93
5,204,896	Outbound Telemetry Device	Stewart W. Oliver	04/20/93
5,202,916	Signal Processing Unit for Use in Telemetry Device	Stewart W. Oliver	04/13/93
4,839,917	Universal Line Status Monitoring and Response System	Stewart W. Oliver	06/13/89
4,710,919	Multiplex System for Automatic Meter Reading	Stewart W. Oliver and John Cosgrove	12/01/87
4,578,536	Centerpoint Automatic Meter Reading System Utilizing Telephone Line Power, Tone Alert and Outbound Dialing Technology	Stewart W. Oliver, et al.	03/25/86
4,540,849	Telephone Line Powered, Tone Alert, Outbound Dialing Meter Interface Unit (MIU) for Utility Meter Reading Systems	Stewart W. Oliver	09/10/85
4,489,220	Test Set for Automatic Meter Reading System	Stewart W. Oliver	12/18/84
4,180,709	Data Collection System Using Telephone Lines	John Cosgrove, et al., including Stewart W. Oliver	12/25/79
09/563,023	Telemetry Device Using Telephone Lines - DC-2	Yongping Xia	Pending
09/628,849	Telemetry Device Using Telephone Lines - DC-4	Yongping Xia	Pending

**CERTIFICATE OF CONVERSION
OF TELDATA, INC.
a Delaware corporation**

This Certificate of Conversion pursuant to Section 18-214 of the Delaware Limited Liability Company Act (herein referred to as the "Act"), is presented to the office of the Secretary of State of Delaware to convert Teldata, Inc. into a limited liability company.

1. The Converting Entity is Teldata, Inc., a corporation organized under the laws of the State of Delaware (the "Corporation").
2. The Corporation was incorporated on November 17, 1994 in the State of Delaware as Orion Investment Corporation.
3. The name of the entity resulting from the conversion is Teldata, LLC, a limited liability company organized under the laws of the State of Delaware (the "Company").
4. The Plan of Conversion and this Certificate of Conversion were duly advised, authorized and approved by the board of directors and shareholders of the Corporation, pursuant to Section 266 of the General Corporation Law of the State of Delaware.
5. The conversion provided for by this Certificate of Conversion shall be effective as of the date of filing, (the "Effective Date"). The separate existence of the Company shall commence on the Effective Date.

IN WITNESS WHEREOF, the proper officers of the Corporation have caused this Certificate of Conversion to be signed on behalf of the Corporation as of the 10 day of October, 2000.


Kathleen J. Gormley
Secretary

A 406439



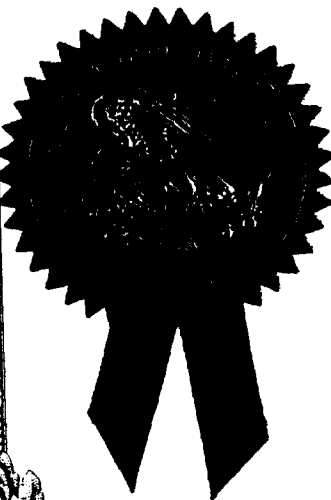
THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

May 10, 2001

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
MAY 30, 2000.**



**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**

N. Woodson
N. WOODSON
Certifying Officer

Leydig, Voit & Mayer, Ltd.
Attorneys at Law
Two Prudential Plaza
Suite 4900
180 North Stetson
Chicago, Illinois 60601-6780

ASSIGNMENT

WHEREAS, WE, Yongping Xia and Joshua S. Zhu, of 2222 W. 236th Street, Torrance, California 90501 and 2601 Dorset Drive, Torrance, California 90503, respectively, have invented and own a certain invention entitled:

APPARATUS AND METHOD FOR POWERING A TELEPHONE-BASED INBOUND TELEMETRY DEVICE

for which invention we have executed an application (provisional or non-provisional) for a United States patent, which was filed on May 2, 2000 under Application No. 09/563023, and

WHEREAS, Teldata, Inc., of 8723A Bellanca Avenue, Los Angeles, California 90045 (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the United States and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, renewals, and extensions) that may be filed in the United States and every foreign country on the invention, and the patents or extensions thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue United States patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

WE HEREBY AUTHORIZE the Assignee to insert in this assignment document the filing date and serial number of the application if the date and number are unavailable at the time this document is executed.

UPON SAID CONSIDERATION, we convey to the Assignee the right to make application in its own behalf for protection of the invention in countries foreign to the United States and to claim under the International Convention and/or other international arrangement for any such application the date of the United States application (or any other application on the invention) to gain priority with respect to other applications.

WE DO HEREBY COVENANT and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, renewal, or extended patents of the United States or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood

PATENT
REEL: 010853 FRAME: 0234

PATENT
REEL: 012796 FRAME: 0590

