

Form PTO-1595

1-31-92

05-08-2002

U.S. Department of Commerce
Patent and Trademark Office

To the Director of Patents and Trademarks: Please

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reof

1. Name of conveying party(ies):

ZeroPlus.com
c/o Thomas D. Renda, Esquire
Miles & Stockbridge P.C.
10 Light Street
Baltimore, Maryland 21202

2. Name and address of receiving party(ies):

Vento LLC
865 Tahoe Boulevard, Suite 203
Incline Village, NV 89451Addit'l name(s) & address(es) attached ☐ Yes ☒ NoAddit'l name(s) of conveying party(ies) attached ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement
☐ Change of name
☒ Other Transfer of Ownership

5-2-02

Execution date: December 28, 2001 and January 4, 2002, respectively

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)

PCT/US98/12033; 60/127,701; 09/574,820; 09/777,350; and
09/823,350

B. Patent No.(s)

5,526,353 and 5,923,655

Additional numbers attached? ☐ Yes ☒ No

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

Michael L. Donner, Sr., Esquire
Connolly Bove Lodge & Hutz
Suite 800
1990 M Street, N.W.
Washington, D.C. 20036-3425

6. Total Number of applications and patents involved [7]

7. Total fee (37 C.F.R. 3.41)....resubmittal

- ☐ Enclosed
☐ Authorized to be charged to Deposit Account No. 22-0185
☒ Charge deficiencies/credit overpayments to Deposit Account 22-0185

8. Deposit Account No. 22-0185

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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.

Burton A. Anenick, Reg. No. 24.852

Date: 5-2-02

Total number of pages including cover sheet: [18]

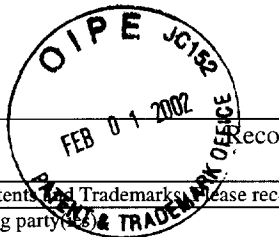
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U.S. Department of Commerce
Patent and Trademark Office

To the Director of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): ZeroPlus.com c/o Thomas D. Renda, Esquire Miles & Stockbridge P.C. 10 Light Street Baltimore, Maryland 21202 <i>2.1.02</i>		2. Name and address of receiving party(ies): Vento LLC 865 Tahoe Boulevard, Suite 203 Incline Village, NV 89451 Addit'l. name(s) & address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of name <input checked="" type="checkbox"/> Other Transfer of Ownership Execution date: December 28, 2001 and January 4, 2002, respectively			
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) 5,526,353 and 5,923,655 B. Patent No.(s) PCT/US98/12033; 60/127,701; 09/574,820; 98805827.8 (CN); 503158/1999(JP); 98 926 518.6(EP); 09/777,350; and 09/823,350 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.			

5. Name and address of party to whom correspondence concerning document should be mailed: Michael L. Donner, Sr., Esquire Connolly Bove Lodge & Hutz Suite 800 1990 M Street, N.W. Washington, D.C. 20036-3425	6. Total Number of applications and patents involved [10]
	7. Total fee (37 C.F.R. 3.41)....\$ <u>400.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account No. 22-0185 <input checked="" type="checkbox"/> Charge deficiencies/credit overpayments to Deposit Account 22-0185
	8. Deposit Account No. 22-0185

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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. Burton A. Amernick, Reg. No. 24.852 <i>mcd</i>		Date: <u>Feb. 1, 2002</u>
Total number of pages including cover sheet: [8]		

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PATENT
REEL: 012852 FRAME: 0570

**TRANSFER OF OWNERSHIP OF PATENT COLLATERAL AND EQUIPMENT
COLLATERAL FROM ZEROPLUS.COM, INC. TO VENTO LLC**

I. RECITALS

1.1 ZeroPlus.com ("ZeroPlus"), a Delaware Corporation, owns and holds the title to the following United States Letters-Patent: (a) U.S. Pat. No. 5,526,353, System and Method for Communication of Audio Data Over a Packet-Based Network; and (b) U.S. Pat. No. 5,923,655, Interactive Video Communication Over a Packet Data Network; and

1.2 ZeroPlus, a Delaware Corporation, owns and holds the title to the following Applications for Letters-Patent currently pending in the United States Patent and Trademark Office:

(a) S/N PCT/US98/12033, Interactive Video Communication Over A Packet Data Network;

(b) S/N 60/127,701, Telephone Interface To Computer System;

(c) S/N 09/574,820, Private Dialing Plan For Voice On A Packet-Based Network;

(d) S/N 98805827.8 (CN), Interactive Video Communications Over A Packet Data Network;

(e) S/N 503158/1999 (JP), Interactive Video Communications Over A Packet Data Network;

(f) S/N 98 926 518.6 (EP), Interactive Video Communications Over A Packet Data Network;

(g) S/N 09/777,350, System For Internet Telephony Devices To Announce Incoming Calls;

(h) S/N 09/823,350, Method and System For Routing Calls From A Standard Telephone Device To A Voice Over Internet Protocol Net.

1.3 ZeroPlus entered into a Patent Security Agreement with Vento LLC ("Vento"), a Colorado Limited Liability Company, in which ZeroPlus granted Vento a security interest in the Patent Collateral of ZeroPlus. "Patent Collateral," as defined in ¶2 of the Patent Security Agreement, encompasses the Intellectual Property listed in ¶¶1.1 and 1.2 above. The security interest secured ZeroPlus' obligation to make payments to Vento on a certain promissory note from ZeroPlus to Vento dated March 13, 2001 ("the Note"); and

1.4 ZeroPlus entered into a certain security agreement with Vento in which ZeroPlus granted Vento a security interest in certain personal property ("the Equipment collateral") to secure ZeroPlus' obligation to make payments on the Note; and

1.5 ZeroPlus has defaulted on the Note; and ZeroPlus now wishes to transfer ownership of its Patent Collateral and the Equipment Collateral to Vento in full satisfaction of ZeroPlus' debt to Vento evidenced by the Note.

II. TRANSFER OF OWNERSHIP OF THE PATENT COLLATERAL FROM ZERO PLUS TO VENTO

2.1 Pursuant to 35 U.S.C. §261, ZeroPlus hereby irrevocably transfers to Vento all of its rights, title, and ownership of, and hereby irrevocably assigns to Vento all of its rights, title, and its ownership interest in the following Letters-Patent:

(a) U.S. Pat. No. 5,526,353, System and Method for Communication of Audio Data Over a Packet-Based Network;

(b) U.S. Pat. No. 5,923,655, Interactive Video Communication Over a Packet Data Network;

2.2 Pursuant to 35 U.S.C. §261, ZeroPlus hereby irrevocably transfers to Vento all of its rights, title, and ownership of, and hereby irrevocably assigns to Vento all of its rights, title, and its ownership interest in the following Applications for Letters-Patent:

(a) S/N PCT/US98/12033, Interactive Video Communication Over A Packet Data Network;

(b) S/N 09/574,820, Private Dialing Plan For Voice On A Packet-Based Network;

(c) S/N 98805827.8 (CN), Interactive Video Communications Over A Packet Data Network;

(d) S/N 503158/1999 (JP), Interactive Video Communications Over A Packet Data Network;

(e) S/N 98 926 518.6 (EP), Interactive Video Communications Over A Packet Data Network;

(f) S/N 09/777,350, System For Internet Telephony Devices To Announce Incoming Calls;

(g) S/N 09/823,350, Method and System For Routing Calls From A Standard Telephone Device To A Voice Over Internet Protocol Net.

III. TRANSFER OF OWNERSHIP OF THE EQUIPMENT COLLATERAL FROM ZEROPLUS TO VENTO.

ZeroPlus shall transfer ownership of the Equipment Collateral to Vento by separate agreement.

IV. REPRESENTATIONS AND WARRANTIES:

ZeroPlus hereby represents and warrants to Vento as follows:

3.1 That U.S. Pat. No. 5,526,353 and U.S. Pat. No. 5,923,655 are in full force and effect, and that ZeroPlus has not abandoned either of the two above-listed patents, for any reason including, by way of example and not limitation, failure to pay required after-issue fees.

3.2 That the Patent Applications listed in ¶2.2 above are currently pending in the United States Patent Office; that said Patent Applications have not been abandoned for any reason, and especially for, by way of example and not limitation, failure to pay required patent prosecution fees.

3.3 That ZeroPlus has not granted, created, or permitted to exist any lien, encumbrance, or any security interest whatsoever on the Patents or Patent Applications listed in ¶¶2.1 and 2.2 of this Assignment Agreement, other than the security interest created in favor of and granted to Vento by the Patent Security Agreement.

3.4 That ZeroPlus is the owner of the Patents or Patent Applications listed in ¶¶2.1 and 2.2 of this Assignment Agreement, through assignment by the inventors or otherwise; and that no impediment exists preventing ZeroPlus from transferring full ownership of the Patents or Patent Applications listed in ¶¶2.1 and 2.2 of this Assignment Agreement to Vento; and that ZeroPlus has full power, authority, legal right and capacity to transfer full ownership of the Patents or Patent Applications listed in ¶¶2.1 and 2.2 of this Assignment Agreement to Vento

3.5 That the corporate officers who execute this Assignment and Transfer of Ownership on behalf of ZeroPlus.com, Inc. and Vento LLC, respectively, have the power and authority pursuant to the respective bylaws of ZeroPlus.com, Inc. and Vento LLC to effect such an assignment and transfer; and that executing this Assignment and Transfer of Ownership is not *ultra vires*; and that executing this Assignment and Transfer of Ownership does not in any way contravene the bylaws or other corporate governing documents of ZeroPlus.com, Inc. and Vento LLC.

V. MISCELLANEOUS PROVISIONS

4.1 ZeroPlus acknowledges the requirement of 35 U.S.C. §261 that Vento record this Assignment and Transfer of Ownership in the United States Patent and Trademark Office within three (3) months of the effective date of this Agreement as defined in ¶4.7. ZeroPlus agrees to

cooperate fully, including, by way of example and not limitation, executing any documents required for Vento to effect such a recording in the United States Patent and Trademark Office.

4.2 ZeroPlus and Vento agree, pursuant to MD COML §9-620, that this transfer of the Patent Collateral and the Equipment Collateral of ZeroPlus to Vento shall be for the full satisfaction of the debt of ZeroPlus to Vento evidenced by the Note.

(a) By executing this Assignment, ZeroPlus consents to Vento's acceptance of the collateral in full satisfaction of ZeroPlus' debt pursuant to MD COML §9-620(a)(1) and MD COML §9-620(c)(2). For the purposes of MD COML §9-620(c)(2), ZeroPlus's acceptance of Vento's retaining the Patent Collateral and Equipment Collateral in full satisfaction of ZeroPlus's debt in this Assignment shall constitute acceptance in a record authenticated after ZeroPlus' default.

(b) ZeroPlus warrants, for the purposes of Vento's compliance with the notification requirements of MD COML §9-620(a)(2)(A) and (B); and MD COML §9-621; that no other entity holds a lien or other security interest, whether superior to or subordinate to Vento's security interest, in the Patent Collateral or the Equipment Collateral.

(c) The Patent Collateral and Equipment Collateral accepted by Vento does not consist of commercial goods; therefore, MD COML §9-620(a)(3) is not applicable.

(d) The security interest that ZeroPlus granted Vento was neither a purchase money security interest (PMSI) or an non-PMSI in consumer goods. Therefore, pursuant to MD COML §9-620(a)(4), MD COML §9-620(e) does not apply.

(e) Pursuant to MD COML §9-620(b)(1), Vento accepts the Patent Collateral and the Equipment Collateral in full satisfaction of ZeroPlus' obligation to Vento under the Note. Vento agrees that this Assignment is an "authenticated record" for the purposes of MD COML §9-620(b)(1).

(f) Pursuant to MD COML §9-620(a), ZeroPlus and Vento agree that the Note was not a "consumer transaction" within the meaning of MD COML §9-620(g), and, therefore, that MD COML §9-620(g) does not apply.

(g) To the extent applicable and to the extent not waived in ¶4.2(a)-(f) above, pursuant to MD COML §9-624(a), ZeroPlus waives any right it may have for Vento to notify ZeroPlus of any disposition that Vento makes of either the Patent Collateral or the Equipment Collateral. To the extent applicable and to the extent not waived in ¶4.2(a)-(f) above, pursuant to MD COML §9-624(b) ZeroPlus waives the right to require disposition of the Patent and Equipment Collateral under MD COML §9-620(e). ZeroPlus agrees that ZeroPlus's waivers under MD COML §§9-624(a) and (b) shall constitute waiver in a record authenticated after ZeroPlus' default.

4.3 Pursuant to MD COML §9-624(c), ZeroPlus hereby waives the right to redeem the Patent Collateral and the Equipment Collateral. ZeroPlus agrees that ZeroPlus's waiver under this section shall constitute waiver in a record authenticated after ZeroPlus' default.

4.4 As Vento has agreed to accept the Patent Collateral and the Equipment Collateral in full satisfaction of ZeroPlus' debt to Vento pursuant to MD COML §9-620:

(a) Vento hereby grants to ZeroPlus an unconditional release of any claims that Vento might have, presently or in the future, against ZeroPlus pursuant to MD COML §9-615(d)(2) for any deficiency between the value of the Patent Collateral and the Equipment Collateral and the remaining balance due from ZeroPlus to Vento on the Note.

(b) ZeroPlus hereby grants to Vento an unconditional release of any claims that ZeroPlus might have, presently or in the future, against Vento pursuant to MD COML §9-615(d)(1) for any surplus of the value of the Patent Collateral and the Equipment Collateral over the remaining balance due from ZeroPlus to Vento on the Note.

4.5 ZeroPlus and Vento agree that, to the extent this Assignment and Transfer of Ownership implicate any provision of the Uniform Commercial Code or other state law, then this Assignment and Transfer of Ownership shall be interpreted under the law of the State of Maryland, notwithstanding Conflict of Law principles. ZeroPlus and Vento agree that, to the extent this Assignment and Transfer of Ownership implicates any matter of patent ownership or other intellectual property ownership, then the Patent Laws of the United States shall supply the Rule of Decision.

4.6 ZeroPlus and Vento agree that any litigation to enforce any provision of this Assignment and Transfer of Ownership, or to interpret its terms, shall be brought in either the federal or state courts located in the State of Maryland, to the exclusion of any other fora. Both ZeroPlus and Vento consent to the jurisdiction of the Maryland state and/or federal courts, as applicable, for any litigation to enforce any provision of this Assignment and Transfer of Ownership, or to interpret its terms.

4.7 This Assignment and Transfer of Ownership may be executed in counterparts. If this Assignment and Transfer of Ownership is executed in counterparts, then this Assignment and Transfer of Ownership shall become effective on the date when the last party executes it.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Transfer of Ownership Agreement to be executed by their duly authorized officers as of the later date set forth below.

ZEROPLUS.COM, INC.

By: [Signature]

Name: Robert A. Veschi

Title: President & CEO

Date: 12-28-2001

**CERTIFICATE OF ACKNOWLEDGMENT OF ZEROPLUS.COM, INC. PURSUANT
TO 35 U.S.C. §261**

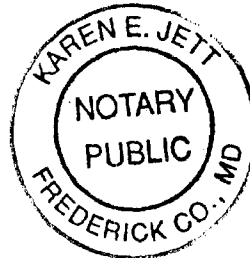
State of: Maryland
County: Montgomery
City of: Montgomery

Robert A. Veschi personally appeared before me and acknowledged his signature
on the foregoing Assignment and Transfer of Ownership Agreement on this 28th day of
December, 2001.

I certify that I am a Notary Public authorized to administer oaths in the State of
Maryland.

[Signature]
Notary Public

My commission expires: 5-1-05



VENTO LLC

By: [Signature]

Name: Richard G. Vento

Title: Manager

Date: 1/14/02

**CERTIFICATE OF ACKNOWLEDGMENT OF VENTO LLC PURSUANT TO 35 U.S.C.
§261**

State of: Nevada

County: Washoe
City of: Washoe

Richard G. Vento personally appeared before me and acknowledged his signature
on the foregoing Assignment and Transfer of Ownership Agreement on this 14 day of
January, 2002.

I certify that I am a Notary Public authorized to administer oaths in the State of
Nevada.

M. Jessie Teller

Notary Public

My commission expires: N/A

