



To the Honorable Commissioner of Patents

102088830

...the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**4-30-02**  
TELDATA SOLUTIONS LLC  
**4-30-02**  
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] 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 [X] No

3. Nature of conveyance:  
[X] 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) \_\_\_\_\_ B. Patent No.(s) 4,839,917  
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  
  
City: PHILADELPHIA State PA ZIP 19103

6. Total number of applications and patents involved: [ 1 ]  
7. Total fee (37 CFR 3.41).....\$ 40.00  
[X] 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)

OFFICE OF THE CLERK OF COURTS  
2002 APR 30 AM 7:29  
FINANCE SECTION

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 30, 2002  
Date

Total number of pages including cover sheet, attachments, and document: [ 15 ]  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

05/16/2002 LINDLER 0000023 4839917  
01 FC:581 40.00 BP

## CONFIRMATION OF ASSIGNMENT

WHEREAS, TELDATA SOLUTIONS LLC, a Delaware Corporation having a place of business at 15 West 36<sup>th</sup> 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 (hereinafter "Intellectual Property"):

U.S. Pat. No. 4,839,917 Universal Line Status Monitoring and Response System;

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 INTERNATIONAL TELDATA, INC., in the form of a Certificate of Amendment of Certificate of Incorporation of International Teldata Corporation, executed April 14, 1997, and attached hereto as Exhibit D, said Ownership Rights;

WHEREAS, INTERNATIONAL TELDATA, INC acquired, from ORION INVESTMENT CORPORATION, in the form of a Certificate of Amendment of Certificate of Incorporation of Orion Investment Corporation, executed May 8, 1995, and attached hereto as Exhibit E, said Ownership Rights;

WHEREAS, ORION INVESTMENT CORPORATION acquired, from TELEGENICS, INC., by an Agreement, executed December 21, 1994, and attached hereto as Exhibit F, 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 27<sup>th</sup> 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

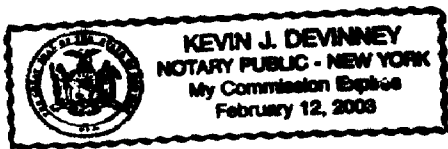
Dennis Wilson

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 27<sup>th</sup> day of March, 2002

SEAL

Kevin J. Devinney  
(Notary Public)



Office of the Secretary of State

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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

AUTHENTICATION: 0899188

010009210

DATE: 01-05-01

PATENT  
REEL: 012875 FRAME: 0118

CERTIFICATE OF AMENDMENT

OF

CERTIFICATION OF FORMATION

OF

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**Teldata Acquisition, LLC**

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January 4, 2001

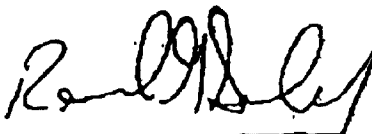
It is hereby certified that:

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. Saleeby, President

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

PATENT  
REEL: 012875 FRAME: 0119

**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 36<sup>th</sup> 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 7<sup>th</sup> day of December, 2000 by N.P. Winser.

[Signature]

Notary Public

My Commission Expires:

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

My Commission Expires 3/9/2004

58102 v1/RE  
18TY011.DOC



**Schedule 3.9  
Intellectual Property**

Patents Issued:

<b>Patent Number</b>	<b>Patent Description</b>	<b>Inventor</b>	<b>Date of Issue</b>
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").

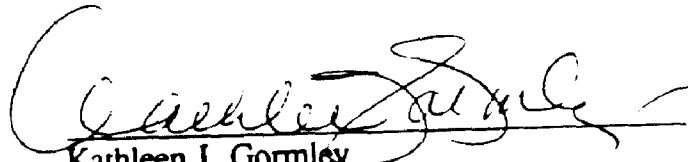
2. The Corporation was incorporated on November 17, 1994 in the State of Delaware as Orion Investment Corporation.

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 20 day of October, 2000.

  
Kathleen J. Gormley  
Secretary

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION  
OF  
INTERNATIONAL TELDATA CORPORATION

It is hereby certified that:

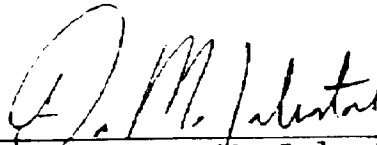
1. The name of the corporation (hereinafter called the "Corporation") is International Teldata Corporation.

2. The certificate of incorporation of the Corporation is hereby amended by striking out Article First thereof and by substituting in lieu of said Article the following new Article:

"ARTICLE FIRST: The name of the Corporation is Teldata, Inc."

3. The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

Signed on April 14, 1997.

  
\_\_\_\_\_  
Name: Donna M. Salvatore  
Title: President

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION  
OF  
ORION INVESTMENT CORPORATION

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is Orion Investment Corporation.

2. The certificate of incorporation of the corporation is hereby amended by striking out Article First thereof and by substituting in lieu of said Article the following new Article First:

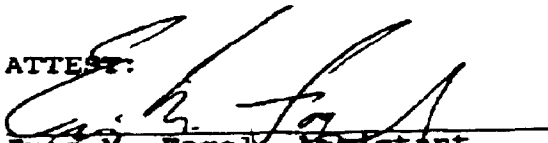
"FIRST: The name of the Corporation is International Teldata Corporation."

3. The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware. Prompt written notice of the adoption of the amendment herein certified has been given to those stockholders who have not consented in writing thereto, as provided in Section 228 of the General Corporation Law of the State of Delaware.

Signed and attested to on May 8, 1995.

  
Donna M. Salvatore, President

ATTEST:

  
Eric M. Fogel, Assistant Secretary

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 01:00 PM 05/08/1995  
950101200 - 2453080

5053809.WP

FORM PTO-1595  
(Rev. 6-93)  
OMB No. 0651-0011

# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

160-581



Tab settings = 5 = 1994

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

1. Name of conveying party(ies):  
**TELEGENICS, INC.**  
302 E. Carson, Suite 702  
Las Vegas, NV 89101  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: ORION INVESTMENT CORPORATION  
Internal Address: \_\_\_\_\_

3. Nature of conveyance: 19  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: December 21, 1994

Street Address: 155 North Dearborn Drive  
City: Chicago State: IL ZIP: 60601  
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) \_\_\_\_\_  
B. Patent No.(s)  
4,839,917                      5,204,896  
5,202,916                      5,235,634  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Richard D. Harris  
Internal Address: \_\_\_\_\_  
LAW OFFICES OF DICK AND HARRIS  
Street Address: 181 West Madison Street  
Suite 3800  
City: Chicago State: IL ZIP: 60602

6. Total number of applications and patents involved: 4  
7. Total fee (37 CFR 3.41)..... \$ 160.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

040 KK 01/20/95 4839917

160.00 - EX

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.  
Richard D. Harris  
Name of Person Signing  
Reg. No. 27895

9/872758  
12/29/94  
Date

3

Total number of pages including cover sheet, attachments, and document: 10  
Use documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**PATENT ASSIGNMENT**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, **TELEGENICS, INC.**, a Nevada corporation having a principal place of business at 302 East Carson, Suite 702, Las Vegas, Nevada 89101 (hereinafter called "ASSIGNOR"), hereby assigns, transfers and sets over to **ORION INVESTMENT CORPORATION**, a Delaware corporation having a principal place of business at 155 North Harbor Drive, Chicago, Illinois 60601 (hereinafter called "ASSIGNEE"), the entire worldwide right, title and interest in and to the four (4) United States patents identified in Schedule A hereto (collectively, the "Patents") and all rights and privileges under the Patents, including all rights to sue for all past infringements, if any, which may have occurred before the execution of this Patent Assignment.

ASSIGNOR hereby covenants and warrants that it has full right to convey the entire right, title and interest in and to the Patents by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

ASSIGNOR hereby grants to the **LAW OFFICES OF DICK AND HARRIS** of Chicago, Illinois, authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent Office.

IN WITNESS WHEREOF, ASSIGNOR has caused this Patent Assignment to be executed by its duly authorized representative.

**TELEGENICS, INC.**  
(ASSIGNOR)

By: *J. Oliver*

Title: *President*

Date: *12-21-94*

REEL 275 FRAME 196

DEC 30 94

**SCHEDULE A**

PATENT AND TRADEMARK  
OFFICE

<b><u>U.S. Patent No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Entitled</u></b>
1. 4,839,917	June 13, 1989	Universal Line Status Monitoring and Response System
2. 5,202,916	April 13, 1993	Signal Processing Circuit for use in Telemetry Devices
3. 5,204,896	April 20, 1993	Outbound Telemetry Device
4. 5,235,634	August 10, 1993	Apparatus and Method for Activating an Inbound Telemetry Device

REEL 1275 FRAME 197