

05-29-2002



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Form PTO-1595 (Rev. 03/01)

RECORDATION FORM COVER SHEET

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OMB No. 0651-0027 (exp. 5/31/2002)

PATENTS ONLY

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

<p>1. Name of conveying party(ies): Richard J. Helferich</p> <p style="text-align: center; font-size: 2em;">524102</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>Thompson Trust</u></p> <p>Internal Address: _____</p> <p>Street Address: c/o Bruce Dizenfeld, Esq. Stephan, Oringer, Richman & Theodora, P.C. 2029 Century Park East, 6th Floor</p> <p>City: <u>Los Angeles</u></p> <p>State: <u>CA</u> Zip: <u>90067-2907</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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>March 31, 2000</u></p>	

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

If this document is being filed together with a new application, the execution date of the new application is: _____

<p>A. Patent Application No.(s): <u>09/540,490</u></p>	<p>B. Patent No.(s): _____</p>
<p>Additional numbers 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>Name: <u>Martin M. Zoltick</u> <u>ZOLTICK TECHNOLOGY LAW GROUP, PLLC</u></p> <p>Internal Address: <u>Atty. Dkt.: 00101-136-USP</u></p> <p>Street Address: <u>21515 Ridgetop Circle, Suite 200</u> <u>Loudoun Tech Center</u></p> <p>City: <u>Sterling</u> State: <u>VA</u> Zip: <u>20166</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-1734</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Martin M. Zoltick May 24, 2002
Name of Person Signing Signature Date

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

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail Label **ET858697729** in an envelope addressed to: Box Assignments, Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: 5/24/02 Signature: Vicki L. Hudson (Vicki L. Hudson)

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PATENT REEL: 12925 FRAME: 0812

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT is made effective as of March 31, 2000 by Richard J. Helferich (hereinafter referred to as "Assignor"), residing at 1439 Lauren Court, Encinitas, California 92024;

WHEREAS, Assignor is the owner of the application for patent of the United States of America, Application S.N. 09/540,490, filed March 31, 2000, entitled "Wireless Messaging System" (Attorney Docket No. 00101-136USP) (hereinafter referred to as "APPLICATION"); and

WHEREAS, the Thompson Trust c/o Bruce Dizenfeld, Esq., STEPHAN, ORINGHER, RICHMAN & THEODORA, P.C., 2029 Century Park East, 6th Floor, Los Angeles, California 90067-2907 (hereinafter referred to as "Assignee"), is desirous of acquiring an undivided one-half share in the right, title and interest in and to said APPLICATION.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, an undivided one-half share in the right, title and interest in and to said APPLICATION, and in and to any and all Letters Patent in the United States and all foreign countries which may be granted therefor, and in and to any and all divisions, continuations, reissues, reexaminations and extensions thereof, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, to the best of Assignor's knowledge, information and belief, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said APPLICATION, and that the same is unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor and Assignee will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done as determined jointly by Assignor and Assignee for the procurement, maintenance, enforcement and defense of said APPLICATION and any Letters Patent which may be granted therefor, without charge to Assignor or Assignee, their successors, legal representatives and assigns, whenever counsel of Assignor and Assignee, or counsel of their successors, legal representatives and assigns, shall advise: that any proceeding in connection with said APPLICATION and any Letters Patent which may be granted therefor, or any proceeding in connection with said APPLICATION and any Letters Patent which may be granted therefor in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division or continuation of said APPLICATION, or any reissue, reexamination or extension of any Letters Patent which may be granted therefor, to be obtained thereon, is lawful and desirable.

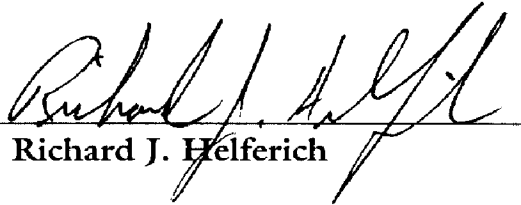
AND Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States jointly to Assignor and Assignee, as Assignee of said APPLICATION and the Letters Patent to be issued thereon, for the joint use and benefit of Assignor and Assignee, their successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office and any foreign patent offices for recordation of this document:

ZOLTICK TECHNOLOGY LAW GROUP, PLLC

Martin M. Zoltick 35.745

ASSIGNOR:


Richard J. Helferich

ASSIGNEE:

Leonard Palevsky as Trustee of the
Thompson Trust

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office and any foreign patent offices for recordation of this document:

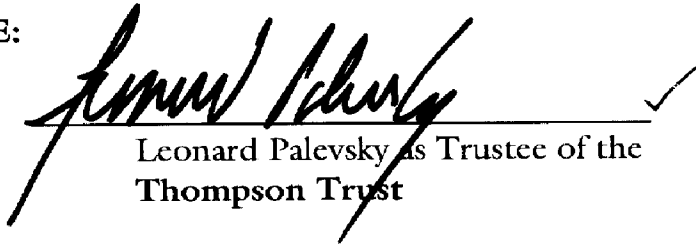
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Leonard Palevsky as Trustee of the
Thompson Trust