

08-15-2002

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Att'y Dkt. No. \_\_\_\_\_

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

1. Name of conveying party(ies):

John W. Olivo, Jr.

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

Name: Parental Guide Company, L.L.C.

Address: 5723 F. Street

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

City: Omaha

State: Nebraska

Zip: 68117

Execution Date: May 15, 2002

Additional names(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).

4,888,796

~~5,172,111~~

Additional numbers attached?  Yes  No

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

Name: Jason D. Abboud, Esquire

Address: 409 S. 17<sup>th</sup> Street

City: Omaha

State: Nebraska Zip: 68102

Phone: 402/978-5239

Fax: 402/341/8290

6. Total no. of applications and patents involved [ 2 ]

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

\$80.00

Enclosed

Authorized to be charged to deposit account.

8. Deposit Account Number

(Attach triplicate of this page if paying by deposit account)

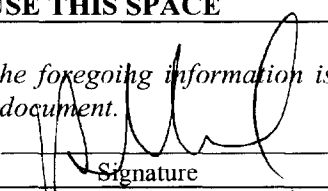
**DO NOT USE THIS SPACE**

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.*

Jason D. Abboud, Esquire

Name of person signing

  
Signature

8/13/02

Date

Total number of pages including cover sheet [ 6 ]

08/15/2002 TDIAZ1 00000038 4888796

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**PATENT**  
**REEL: 013177 FRAME: 0568**

## FORM OF PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Patent Assignment"), dated as of May 15, 2002 is made by and between John W. Olivo, Jr., an individual, with an address at 708 Third Avenue, New York, NY 10017 ("Assignor"), and Parental Guide Company, L.L.C., a Nebraska limited liability company, with an address at 5723 F Street, Omaha, NE 68117 ("Assignee").

### WITNESSETH:

WHEREAS, Assignor is a member of Assignee and Assignor and Assignee have previously executed an Exclusive License Agreement dated June 1998 granting Assignee an exclusive, worldwide, royalty-free, fully paid perpetual right and license to the Patents ("License"); and

WHEREAS, Assignor is willing in connection with certain transactions being contemplated by Assignee to assign to Assignee all right, title and interest in and to all foreign and domestic inventions and related patents, design registrations and patent applications listed on Schedule A attached hereto, and the underlying inventions described therein (collectively, the "Patents"); and

WHEREAS, Assignee desires to acquire the Patents from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment to Assignee of the Patents;

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are part of this Patent Assignment) and \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, conveys and sets over to Assignee, its successors, legal representatives and assigns: (i) all of Assignor's right, title and interest, throughout the world, in and to the Patents, and all continuations, divisions, renewals, and continuations-in-part thereof, and all Letters Patents of the United States that may be granted thereon and all reissues, reexaminations and extensions thereof, and corresponding applications therefor in any country or countries foreign to the United States, and all applications for Letters Patent that may hereafter be filed for such Patents in any country or countries foreign to the United States, and all Letters Patent that may be granted for such Patents in any country or countries foreign to the United States hereby authorized, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, at least as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made (collectively, the "Assigned Patents"), and (ii) all rights and privileges pertaining to the Assigned Patents (including, without limitation, all proceeds thereof and all causes of action,

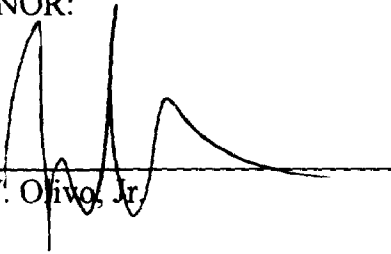
claims and demands and other rights for, or arising from, any past, present or future infringement of the Assigned Patents).

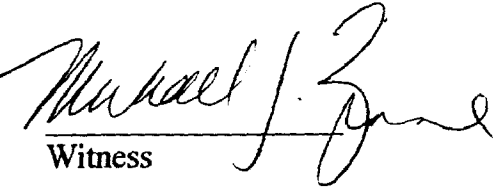
2. Assignor shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Patent Assignment and to fully maintain and enforce the rights hereby conveyed and to permit Assignee to obtain registrations for and be duly recorded as the registered owner of, the Assigned Patents and all other rights hereby conveyed.

3. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications, to record Assignee as the owner of the Assigned Patents and issue to Assignee Letters Patent for such Assigned Patents, as assignee of the patents and patent applications listed on Schedule A attached hereto, for the sole use of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Patent Assignment.

IN WITNESS WHEREOF, the parties have executed this Patent Assignment as of the date first above written.

ASSIGNOR:

  
\_\_\_\_\_  
John W. Olivo, Jr.

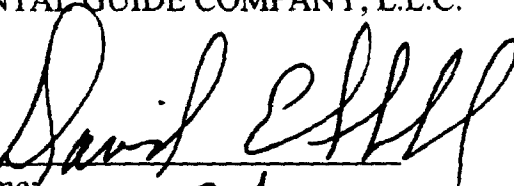
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

APPROVED AND ACCEPTED BY:

ASSIGNEE:

PARENTAL GUIDE COMPANY, L.L.C.

By:   
\_\_\_\_\_  
Name: DAVID E. ABBOUD  
Title: MANAGING MEMBER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

State of NEW JERSEY  
UNION County

This 15 day of May, 2002, JOHN W. OLIVO, Jr. personally came before me, GENA CASTRICONE, a Notary Public for said County and State, who being by me duly sworn, says that he is John W. Olivo and that said writing was signed and sealed by him. The said \_\_\_\_\_ acknowledged the said writing to be the free act and deed of the corporation.

WITNESS my hand and notarial seal.

Gena Castricone  
Notary Public

My Commission Expires:

GENA CASTRICONE  
A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires August 10, 2005  
[SEAL]

I certify this document is a true copy of the original Form of Patent Assignment dated May 15, 2002

Jason D. Abboud  
Will August 13, 2002

**Schedule A**

**Assigned Patents**

**U.S. PATENTS**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
4,888,796	12/19/1989	<u>John W. Olivo, Jr.</u>
5,172,111	12/15/1992	<u>John W. Olivo, Jr.</u>

**FOREIGN PATENTS**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
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