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02-03-2003

FRONT SHEET

U.S. DEPT. OF COMMERCE
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ONLY

DYM00-007

To the Honorable Commissioner of

102354645

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ymedia Corporation

1-31-03

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

Name: San Diego Wholesale Credit Association

Internal Address:

Street Address:

2044 First Avenue
Suite 300
San Diego, CA 92101-2079
USAAdditional name(s) or conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance



Assignment



Merger



Security Agreement



Change of Name



other _____

Execution Date: 6/10/02Additional 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)09/659,355 9/12/00Additional numbers attached? ☐ Yes ☒ No

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

Name: GEORGE O. SAILE

Internal Address: _____

Street Address: 28 DAVIS AVENUECity: POUGHKEEPSIE State: NY ZIP: 126036. Total no. of applications and patents involved: 17. Total fee (37 CFR 3.41): \$ 40.00

Enclosed



Authorized to be charged to deposit acct.

8. Deposit account number: 19-0033

(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

STEPHEN B. ACKERMAN

Name of Person Signing

Signature

January 28, 2003

Date

Total number of pages comprising cover sheet: 1

01/31/2003 LMUeller 00000206 190033 09659355

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40.00 CH

PHONE NO. : 941 795 2725

FROM : GEORGE O SAILE

07/28/2002 14:56 FAX 858 720 2555
06-97-5887 14:27 FROM SAN DIEGO CREDIT ASSOCIATION

KROBECK SD
KROBECK SD
610-892-9581

T-54B J02 F-492

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GENERAL ASSIGNMENT

THIS ASSIGNMENT, made this 10th day of June, 2002

BY Y-MEDIA

of (address) 5141 CALIFORNIA AVENUE SUITE 250

In the City of IRVINE 92612-5045 County of ORANGE

State of California, part of the first part, hereinafter referred to as assignor, to SAN DIEGO CREDIT ASSOCIATION, a California corporation, of San Diego, California, party of the second part, hereinafter referred to as assignee,

WITNESSETH: That said assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to assignor in hand paid by said assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto said assignee, its successors and assigns, in trust for the benefit of assignor's creditors generally, all of the property of the assignor of every kind and nature and whatsoever situated, both real and personal, and any interest or equity therein not excepted from execution, including, but not limited to, all that certain stock of merchandise, store furniture and fixtures, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the assignor.

This assignment specifically includes and covers all claims for refund or abatement of all taxes now hereafter or hereafter assessed against or collected from the assignor by the U.S. Treasury Department, and the assignor agrees to sign and execute power of attorney or all other documents as required to enable said assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department.

Leases and leasehold interests in real estate, covenants or agreements between assignor and any Labor Union, or Trade Association, are excepted from and not included in this assignment.

This assignment does not include any alcoholic beverages, but the assignor hereby appoints assignee as his agent for the sole purpose of filing an application for a permit and the selling of the alcoholic beverages in the said place of business (said assignee being vested with absolute discretion in regard thereto and assuming no liability by reason thereof), and assignor hereby assigns to assignee all of the proceeds of such sale for the benefit of his creditors generally in accordance with the terms of this assignment. This assignment includes all licenses for the sale of alcoholic beverages.

The assignor authorizes the forwarding of this or its copy by the U.S. Postal Department as directed by the assignee.

Said assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by the assignor to sell and dispose of the said property upon such time and terms as it may see fit, and is to pay to creditors of the first party pro rata, according to the several indebtedness due to them from the said assignor, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which said assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to assignor and his attorney and to attorney for assignee.

If any dividends in cash shall remain undistributed for a period of two years after issuance of the final dividend checks, then the same shall become the property of the assignee and used in supplement as fees for services rendered in administering this assignment. Any interest that may be earned on funds administered under this assignment shall belong to and are hereby assigned to the assignee as additional fees for its services hereunder.

Said assignee is also authorized and empowered to appoint such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the assignor or its nominee or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said assignee may consider necessary or advisable.

IN WITNESS WHEREOF the said parties hereunto set their hands the day and year first above written.

ASSIGNOR'S TAX ID NUMBER
Internal Revenue Service

33-0842760

4 _____

State Board of Equalization

11 _____

Employment Development Department

4 _____

BY Y-MEDIA
BY Gordon A. Campbell, CEO
President of the First Part
SAN DIEGO CREDIT ASSOCIATION
BY GREGORY A. GRANGER
President