

02-11-2003



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102360431

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

## 1. Name of conveying party(ies):

2-7-03  
Wingcast, LLC  
10251 Vista Sorrento  
San Diego, CA 92121

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

Name: Development Specialist, Inc.

Internal Address: \_\_\_\_\_

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

## 3. Nature of conveyance:

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

Execution Date: June 3, 2002

Street Address: 16150 NE 85th Street, Suite 218

City: Redmond State: WA Zip: 98052

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

ATTORNEY DOCKET NO.: INTL (All)

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

## A. Patent Application No.(s)

10/273,403 and Attached Exhibit A

## B. Patent No.(s)

6,487,494

Additional numbers attached? ☒ Yes ☐ No

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

Name: Michael S. Smith

Internal Address: Black Lowe &amp; Graham, PLLC

Street Address: 816 Second Avenue

City: Seattle State: WA Zip: 98104-1502

## 6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41).....\$ 680

☒ 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

## 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.

Michael S. Smith, Reg. No. 39,563

Name of Person Signing

Signature

1/30/03

Date

Total number of pages including cover sheet, attachments, and documents: 16

02/10/2003 DBYRNE

00000113 10273403

680.00 DP

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 013727 FRAME: 0677

**EXHIBIT A**  
**(Applications Serial Numbers Assignment applies to)**

10/059,905  
6,487,494  
09/955,476  
09/955,475  
09/884,854  
09/955,474  
10/024,446  
10/024,350  
10/059,893  
10/076,874  
10/076,027  
10/142,670  
60/364,538  
60/364,555  
60/381,142

**GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS**

**THE GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS** is made this 3rd day of June, 2002, by and between Wingcast, LLC, a Delaware limited liability corporation, located at 10251 Vista Sorrento, in the City of San Diego, County of San Diego, State of California, Federal Tax Identification Number 311730260, hereinafter referred to as "Assignor," and **DEVELOPMENT SPECIALISTS, INC.**, located at 333 South Grand Avenue, Suite 2010, Los Angeles, CA 90071, hereinafter referred to as "Assignee."

**WITNESSETH:** Whereas Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of transferring its property to an assignee for the benefit of creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by applicable law;

**NOW, THEREFORE,** in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED:**

1. **TRANSFER OF ASSETS.** Assignor hereby assigns, grants, conveys, transfers and sets over to Assignee all personal property and assets, whatsoever and wheresoever situated, which are now, or have ever been, used in connection with the operation of Assignor's business, and which assets include, but are not limited to all personal property and any interest therein not exempt from execution, including all that certain stock of merchandise, store furniture and fixtures, book accounts, books, bills, accounts receivable, cash on hand, cash in bank, patents,

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copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, general intangibles, insurance refunds and claims, and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor. Further, this general assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority and the Assignor agrees to sign and execute a power of attorney or other such document(s) as required to enable Assignee to file and prosecute, compromise and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any return checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee.

2. **LEASES AND LEASEHOLD INTERESTS.** This General Assignment includes all leases and leasehold interests in any asset of the Assignor; however should the Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished without further liability or obligation to the Assignee.

3. **UNION CONTRACTS.** Any contract or agreement between the Assignor and any Labor or Trade Union remains in force as between the Assignor and the respective Union, however the Assignee is not bound to the terms of said contract unless the Assignee specifically so agrees in writing at the time of the acceptance of this general assignment.

4. **FORWARDING OF MAIL.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

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5. **POWERS AND DUTIES OF ASSIGNEE.** Assignee shall have all powers necessary to marshal and liquidate the estate including but not limited to:

- a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;
- b. To sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title to same.
- c. To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, patents, franchises, causes or choses in action and general intangibles in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title to same. In this regard, Assignee shall have the power to employ an auctioneer to appraise said assets and to conduct any public sale of the assets and to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary to convey title to Assignor's property to any bona fide buyer.
- d. To employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all State, County or Federal Tax Returns as required.

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e. To require all of Assignor's creditors to whom any balance is coming to submit verified statements to Assignee of said claim(s), pursuant to California Code of Civil Procedure §1802.

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.

g. To open bank accounts in the name of the Assignee or its nominees 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 acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable.

h. To conduct the business of the Assignor, should the Assignee deem such operation proper.

i. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, in the following priorities as to amounts only and not time of distribution, as follows:

(1) FIRST, to deduct all sums which 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 to reimburse Assignee as to all cost advanced by the Assignee or any third party for the preservation of the assignor's estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.

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(2) SECOND, all costs and expenses incidental to the administration of the assignment estate, including the payment of a reasonable fee to the Assignee, as that term is hereinafter defined and the payment of reasonable compensation for the services of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making of and administration of the general assignment and any other professionals the Assignee deems necessary to properly administer the assignment estate.

(3) THIRD, all federal taxes of any nature whatsoever owing as of the date of this general assignment, or other such claim of any federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

(4) FOURTH, all state, county and municipality taxes of any nature whatsoever owing as of the date of this general assignment, including but not limited to employment, property and income taxes.

(5) FIFTH, all monies due employees of the Assignor entitled to priority as defined under California Code of Civil Procedure §1204 and 1204.5 up to the statutory maximum.

(6) SIXTH, with the exception of those classes set forth above, all distributions to general unsecured creditors shall be, within such class, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in

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full. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution. No distribution shall be in an amount less than \$100,000 (in the aggregate) except the final distribution.

(7) SEVENTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this general assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the assignment estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim.

(8) EIGHTH, the surplus, if any, of the assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of said Assignor, as per the list of equity holders provided with the making of this general assignment.

j. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment and the distribution of the proceeds derived therefrom to Assignor's creditors.

6. **RIGHTS OF CREDITORS.** All rights and remedies of the creditors against any surety or sureties for the Assignor are hereby expressly reserved and nothing herein shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against the Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or other security which



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they now hold on any property, creditors or effects of the Assignor.

7. **LIABILITY OF ASSIGNEE.** It is understood and agreed that neither the Assignee nor any of its employees, officers, agents or representatives will assume any personal liability or responsibility for any of its acts as Assignee herein, but its obligation shall be limited to the performance of the terms and conditions of the general assignment in good faith and in the exercise of its best business judgment.

8. **WARRANTIES OF ASSIGNOR.** Assignor hereby warrants that the list of creditors delivered concurrently herewith to the Assignee and as required under California Code of Civil Procedure §1802 is complete and correct as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses and the amounts due them.

9. **COOPERATION.** Assignor, through its current or former officers and directors, shall perform any and all acts reasonably necessary and proper to assist the assignee in its orderly liquidation of the Assignor's assets, the collection of any and all monies owing the Assignor and in the distribution of said monies and proceeds of asset sales to the Assignor's creditors; provided, however, such current or former officers and directors of Assignor shall only provide such assistance to the Assignee to the extent, and on the condition that, they are reasonably compensated for such services.

10. **POWER OF ATTORNEY.** The Assignor, by this general assignment hereby grants the Assignee a general power of attorney, which power of attorney specifically includes the right of the Assignee to prosecute any action in the name of the Assignor as Attorney in Fact.

General Assignment for the Benefit of Creditors  
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11. **ACCEPTANCE BY ASSIGNEE.** By execution of this general assignment, the Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge and ability. It is understood that the Assignee shall receive reasonable compensation for its services in connection with this estate. Reasonable compensation is defined to mean a fee of \$100,000.00, plus five percent (5.0%) of each and every dollar generated from the prosecution and collection of any action(s) to recover preferential transfers made by Wingcast, LLC to any and all of its creditors, plus a fee of three percent (3.0%) of each distribution to the unsecured creditors of the Assignor. Reasonable compensation does not replace or subsume the reimbursement of all the Assignee's expenses incurred as a result of the administration of the assignment estate from the proceeds generated therefrom.

IN WITNESS WHEREOF, the parties have hereunto set their hands: the day and year first above written:

Wingcast, LLC

By: [Signature]

President, Wingcast LLC

Title

Attested to by: [Signature]  
Its Secretary

Assignee Acceptance by: \_\_\_\_\_  
Geoffrey L. Bernan, Vice President  
Development Specialists, Inc.

Date of Acceptance: \_\_\_\_\_

11. ACCEPTANCE BY ASSIGNEE. By execution of this general assignment, the Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge and ability. It is understood that the Assignee shall receive reasonable compensation for its services in connection with this estate. Reasonable compensation is defined to mean a fee of \$100,000.00, plus five percent (5.0%) of each and every dollar generated from the prosecution and collection of any action(s) to recover preferential transfers made by Wingcast, LLC to any and all of its creditors, plus a fee of three percent (3.0%) of each distribution to the unsecured creditors of the Assignor. Reasonable compensation does not replace or subsume the reimbursement of all the Assignee's expenses incurred as a result of the administration of the assignment estate from the proceeds generated therefrom.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written:

Wingcast, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Title

Attested to by: \_\_\_\_\_

\_\_\_\_\_  
Its Secretary

Assignee Acceptance by: Geoffrey L. Berman  
Geoffrey L. Berman, Vice President  
Development Specialists, Inc.

Date of Acceptance: Jan 3, 2002

PATENT ASSIGNMENT

WHEREAS, Development Specialist, Inc., an Illinois corporation solely in its capacity as assignee for the benefit of the creditors of Wingcast, LLC, a Delaware limited liability company, having a principal address at 16150 NE85th Street, Suite 218, Redmond, WA 98052 (hereinafter referred to as ASSIGNOR), is the lawful owner, by assignment of the right and title to and interest in the United States patent application and inventions attached hereto as Exhibit A;

AND, WHEREAS, Intellisist, LLC, a Washington limited liability company having a principal address at 12342 N.E. 26<sup>th</sup> Place, Bellevue, WA 98005 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right and title to and interest in the inventions disclosed in the patent applications;

NOW, THEREFORE, for sufficient, good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign, sell and transfer unto ASSIGNEE the entire right and title to and interest in the applications and inventions, including the right to apply for related U.S. or foreign patents in ASSIGNOR'S name or in the name of ASSIGNEE, the invention and all applications and patents on the invention to be held and enjoyed by ASSIGNEE as entirely as it would have been held and enjoyed by ASSIGNOR had this assignment not been made, and ASSIGNOR does hereby appoint ASSIGNEE as its attorney in fact to execute such additional customary and reasonable instruments as are necessary, if any, to enable ASSIGNEE to make and prosecute any and all applications on the invention, and to confirm in ASSIGNEE legal title to the invention and all applications and patents on the invention, all without charge to ASSIGNEE but at no expense to ASSIGNOR.

EXECUTED at Los Angeles, California this 10th day of September, 2002.

BLACK LOWE & GRAHAM<sup>PLLC</sup>

Geoffrey L. Berman  
Geoffrey Berman, Vice-President  
Development Specialist, Inc.

STATE OF California )  
COUNTY OF Los Angeles ) ss.

I certify that I know or have satisfactory evidence that Geoffrey L. Berman  
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on  
oath stated that he/she was authorized to execute the instrument, and acknowledged it as the (title)  
President of (entity) EBO Creditors of Wingcast LLC a  
Delaware LLC, to be the free and voluntary act of such party for the  
uses and purposes mentioned in the instrument.

Witness my hand and official seal this 10th day of September 2002.

(See attached  
acknowledgement

Paulette Albertson  
Notary Public  
(Print Name) Paulette Albertson  
Residing at California  
My Commission Expires: 12-4-2003

BLACK LOWE & GRAHAM<sup>PLLC</sup>

**EXHIBIT A****ACQUIRED ASSETS/ASSIGNED PATENTS****ALLOWED NONPROVISIONAL APPLICATIONS:**

Title	Serial No.
SYSTEM AND METHOD FOR REDUCING THE AMOUNT OF REPETITIVE DATA SENT BY A SERVER TO A CLIENT FOR VEHICLE NAVIGATION	

**PENDING NONPROVISIONAL APPLICATIONS:**

Title	Serial No.
SYSTEM AND METHOD FOR TRANSMITTING VOICE INPUT FROM A REMOTE LOCATION OVER A WIRELESS DATA CHANNEL	10/059,905
VEHICLE PARKING VALIDATION SYSTEM AND METHOD	09/955,476
SYSTEM AND METHOD FOR ADAPTABLE MOBILE USER INTERFACE	09/955,475
METHOD AND DEVICE TO DISTINGUISH BETWEEN VOICE CONVERSATION AND AUTOMATED SPEECH RECOGNITION	09/884,902
SYSTEM AND METHOD TO ASSOCIATE BROADCAST RADIO CONTENT WITH A TRANSACTION VIA AN INTERNET SERVER	09/884,854
MODULAR TELEMATIC CONTROL UNIT	09/955,474
NOISE REDUCTION SYSTEM AND METHOD	10/024,446
SPEECH DETECTION SYSTEM AND METHOD	10/024,350
LOCAL PHONE NUMBER LOOKUP AND CACHE	10/059,893
REAL-TIME DISPLAY OF SYSTEM INSTRUCTIONS	10/076,874
SHARING ACCOUNT INFORMATION AND A PHONE NUMBER BETWEEN PERSONAL MOBILE PHONE AND AN IN-VEHICLE EMBEDDED PHONE	10/076,027
VEHICLE NAVIGATION SYSTEM AND METHOD (CIP of WING-1-1011)	10/142,670

**PENDING PROVISIONAL APPLICATIONS:**

Title	Serial No.
SYSTEM AND METHOD TO ASSOCIATE BROADCAST RADIO CONTENT WITH A TRANSACTION VIA AN INTERNET SERVER	
METHOD AND DEVICE TO DISTINGUISH BETWEEN VOICE CONVERSATION AND AUTOMATED SPEECH RECOGNITION	
SYSTEM AND METHOD FOR TRANSMITTING VOICE INPUT FROM A REMOTE LOCATION OVER A WIRELESS DATA CHANNEL	

Title	Serial No.
VEHICLE PARKING VALIDATION SYSTEM AND METHOD	
SYSTEM AND METHOD FOR REDUCING THE AMOUNT OF REPETITIVE DATA SENT BY A SERVER TO A CLIENT FOR VEHICLE NAVIGATION	
METHOD AND DEVICE TO DISTINGUISH BETWEEN VOICE CONVERSATION AND AUTOMATED SPEECH RECOGNITION	
VEHICLE PARKING VALIDATION SYSTEM AND METHOD	
MODULAR TELEMATICS CONTROL UNIT	
NOISE REDUCTION SYSTEM AND METHOD	
SPEECH DETECTION SYSTEM AND METHOD	
SYSTEM AND METHOD FOR ADAPTABLE MOBILE USER INTERFACE	
LOCAL NUMBER LOOKUP AND CACHE	
SYSTEM AND METHOD FOR ADAPTABLE MOBILE USER INTERFACE	
SHARING ACCOUNT INFORMATION AND A PHONE NUMBER BETWEEN PERSONAL MOBILE PHONE AND AN IN-VEHICLE EMBEDDED PHONE	
SYSTEM AND METHOD FOR SMALL SCREEN MAP DISPLAY	60/364,538
SYSTEM AND METHOD FOR MOBILE MESSAGING	60/364,555
SYSTEM AND METHOD FOR DYNAMICALLY CONFIGURING WIRELESS NETWORK GEOGRAPHIC COVERAGE OR SERVICE LEVELS	60/381,142

## SUMMARY OF PATENTS — FOREIGN

### PENDING FOREIGN APPLICATIONS:

Title	Serial No.
SYSTEM AND METHOD FOR TRANSMITTING VOICE INPUT FROM A REMOTE LOCATION OVER A WIRELESS DATA CHANNEL (PCT of WING-1-1007)	
SYSTEM AND METHOD FOR TRANSMITTING VOICE INPUT FROM A REMOTE LOCATION OVER A WIRELESS DATA CHANNEL (Mexican national phase of WING-1-1007)	
SYSTEM AND METHOD FOR TRANSMITTING VOICE INPUT FROM A REMOTE LOCATION OVER A	

Title	Serial No.
WIRELESS DATA CHANNEL (Canadian national phase of WING-1-1007)	
SYSTEM AND METHOD FOR REDUCING THE AMOUNT OF REPETITIVE DATA (PCT of WING 1-1011)	
SYSTEM AND METHOD FOR REDUCING THE AMOUNT OF REPETITIVE DATA SENT BY A SERVER TO A CLIENT FOR VEHICLE NAVIGATION (Mexican national phase of WING 1-1011)	
SYSTEM AND METHOD FOR REDUCING THE AMOUNT OF REPETITIVE DATA SENT BY A SERVER TO A CLIENT FOR VEHICLE NAVIGATION (Canadian national phase of WING 1-1011)	
METHOD AND DEVICE TO DISTINGUISH BETWEEN VOICE CONVERSATION AND AUTOMATED SPEECH RECOGNITION (PCT of WING-1-1015)	
METHOD AND DEVICE TO DISTINGUISH BETWEEN VOICE CONVERSATION AND AUTOMATED SPEECH RECOGNITION (Mexican national phase of WING-1-1015)	
METHOD AND DEVICE TO DISTINGUISH BETWEEN VOICE CONVERSATION AND AUTOMATED SPEECH RECOGNITION (Canadian national phase of WING-1-1015)	
VEHICLE PARKING VALIDATION SYSTEM AND METHOD (PCT of WING-1-1012)	
SYSTEM AND METHOD TO ASSOCIATE BROADCAST RADIO CONTENT WITH A TRANSACTION VIA AN INTERNET SERVER (PCT of WING 1-1016)	
MODULAR TELEMATIC CONTROL UNIT (PCT of WING-1-1017)	
NOISE REDUCTION SYSTEM AND METHOD (PCT of WING-1-1023)	
SPEECH DETECTION SYSTEM AND METHOD (PCT of WING-1-1024)	
SYSTEM AND METHOD FOR ADAPTABLE MOBILE USER INTERFACE (PCT of WING-1-1013)	