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3-25-03

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

1. Name of conveying party(ies):

Virgil R. Williams
William B. Benton, Jr.

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

2. Name and address of receiving party(ies)

Name: CyberAngel Security Solutions, Inc.
Street Address: 475 Metroplex Drive, Suite 104
City: Nashville, TN 37211

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

3. Nature of conveyance:

Assignment

Execution Date: January 30, 2003

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

A. Patent Application No.(s):

B. Patent No.(s): 5,896,497

Additional numbers attached? Yes No

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

Name: STITES & HARBISON PLLC
Internal Address: SUNTRUST CENTER
SUITE 1800
Street Address: 424 CHURCH STREET
City: NASHVILLE State: TN Zip: 37219
Customer No. 32885

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):..... \$40.00

The fee is enclosed

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account.)

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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.

Richard S. Myers, Jr., Reg. No. 42,022

Name of Person Signing

Signature

Date May 20, 2003

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

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ASSIGNMENT OF PATENT RIGHTS

UNITED STATES PATENT NUMBER 5,896,497

Issued: April 20, 1999

WHEREAS, Virgil R. Williams and William B. Benton, Jr. (hereinafter designated as the undersigned) have acquired the entire right, title and interest in and to U.S. Patent Number 5,896,497 through foreclosure from Computer Sentry Software, Inc., which was granted an assignment by William D. Halstead, inventor of the above-identified patent; and

WHEREAS, CyberAngel Security Solutions, Inc. of Nashville, TN, its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to U.S. Patent Number 5,896,497.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Assignee the full and exclusive right to U.S. Patent Number 5,896,497 in the United States of America, its territories, dependencies and possessions specifically including the right to remedy past, present and future infringement.

The undersigned agree(s) to execute all papers necessary in connection with U.S. Patent Number 5,896,497 and any continuing, divisional, conversion, reexamination or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning U.S. Patent Number 5,896,497 or continuation, division, conversion, reexamination or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignment in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional, conversion, reexamination or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that they have not executed, and will not execute, any agreement in conflict herewith.

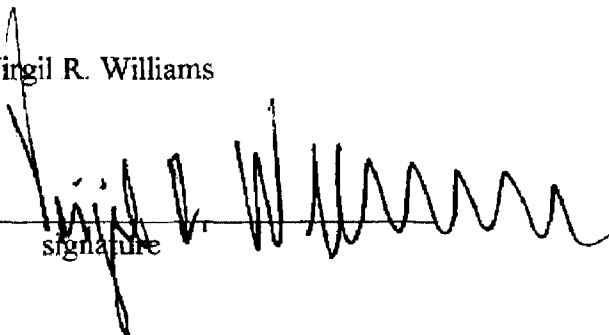
The undersigned hereby grant(s) the law firm of Stites & Harbison, PLLC the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

The undersigned hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

IN WITNESS WHEREOF, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 1-30-03

Assignor: Virgil R. Williams


signature

Date _____

Assignor: William B. Benton, Jr.

signature

Attorney Docket No. _____

IN WITNESS WHEREOF, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date _____

Assignor: Virgil R. Williams

signature

Date 1-25-03

Assignor: William B. Benton, Jr.

W.B. Benton, Jr.

signature