

04-15-2003

FORM PTO-1595 (modified)

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

RECOR



ET

Patent and Trademark Office

102420357

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies): **4.14.03**  
**San Diego Credit Association, as Assignee for the Benefit of Creditors of Neopoint, Inc.**

Additional conveying party(ies) **NO**

2. Name and address of receiving party(ies):  
**Doy, LLC**  
**402 W. Broadway, Suite 233**  
**San Diego, CA 92101**

Additional name(s) & address(es) attached? **NO**

OFFICE OF PUBLIC RECORDS  
 2003 APR 14 PM 4:03  
 FINANCE SECTION

3. Nature of conveyance:  
**ASSIGNMENT**

Execution Date:  
**February 18, 2003**

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

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

A. Patent Application Number(s):  
**09/753,411**  
**09/108,570**  
**09/753,584**

B. Patent Number(s):  
**D428402**  
**6,201,957**  
**6,138,245**  
**D434,740**  
**6,278,887**

Additional numbers attached? **YES**

5. Name and address of party to whom correspondence concerning document should be mailed:  
**G. Peter Albert, Jr.**  
**FOLEY & LARDNER**  
**P.O. Box 80278**  
**San Diego, California 92138-0278**

6. Total number of applications/patents involved: **8**

7. Total fee (37 C.F.R. § 3.41): **\$320.00**

Check Enclosed  
 Charge to deposit account

8. Deposit account number: **50-0872**

44/15/2003 ECOOPER 00000010 09753411  
 01 FC:8021 320.00 DP

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

G. Peter Albert, Jr.

April 9, 2003

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

ASSIGNEE BILL OF SALE

San Diego Credit Association, a California corporation ("SDCA"), as Assignee for the Benefit of Creditors of Neopoint, Inc. ("Neopoint"), pursuant to that certain General Assignment for the Benefit of Creditors dated June 1, 2001 for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to Doy, LLC ("Buyer") on the date hereof, all of SDCA's right, title and interest, in and to all the following asset:

All Assets of Neopoint described in Exhibit A attached hereto

SDCA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO CONDITION OF THE ASSETS, OR THE FITNESS, DESIRABILITY OR MERCHANTABILITY THEREOF, OR THE SUITABILITY THEREOF FOR ANY PARTICULAR PURPOSE. THE ASSETS ARE TRANSFERRED "AS IS" AND "WHERE IS".

TRANSFEEE ACKNOWLEDGES AND REPRESENTS THAT IT HAS REVIEWED AND INSPECTED THE ASSETS, HAS HAD THE OPPORTUNITY TO INSPECT THE ASSETS AND HAS INDEPENDENTLY INVESTIGATED THE FACTS AND CIRCUMSTANCES RELATING TO THE TRANSACTION DESCRIBED HEREIN. TRANSFEEE FURTHER ACKNOWLEDGES THAT SDCA HAS TURNED OVER OR MADE AVAILABLE TO TRANSFEEE ALL OF THE ASSETS OR EMBODIMENTS THEREOF IN SDCA'S POSSESSION, AND THAT TRANSFEEE WILL HAVE SOLE RESPONSIBILITY TO OBTAIN POSSESSION OF ANY OTHER OF THE ASSETS, WHEREVER LOCATED, AT ITS SOLE EXPENSE.

NOTWITHSTANDING ANY DESCRIPTION OF THE ASSETS ABOVE, ASSETS SHALL NOT INCLUDE ANY ASSETS WHICH ARE LEASED OR AS TO WHICH NEOPOINT, INC. DOES NOT OR DID NOT AT THE TIME OF ITS ASSIGNMENT TO SDCA HAVE FULL TITLE OR AS TO WHICH TITLE OR INTEREST MAY NOT BE LEGALLY TRANSFERRED.

TRANSFEEE ACKNOWLEDGES AND AGREES THAT SDCA SHALL HAVE NO LIABILITY NOR SHALL TRANSFEEE HAVE ANY RECOURSE TO SDCA HEREUNDER OR OTHERWISE. BUYER DOES NOT ASSUME ANY LIABILITIES OF NEOPOINT HEREUNDER. BUYER AND SELLER AGREE TO TAKE SUCH FURTHER ACTIONS AS MAYBE REASONABLY NECESSARY OR APPROPRIATE IN ORDER TO REFLECT THE FOREGOING.

IN WITNESS WHEREOF, SDCA has caused the same to be signed on its behalf as of February 18, 2003.

SAN DIEGO CREDIT ASSOCIATION as Assignee  
for the Benefit of Creditors of Neopoint,  
Inc.

Total Sale \$10,000.00 Cash

BY: Carl L. Garner  
Carl L. Garner

Its: Manager

THE UNDERSIGNED HEREBY ACCEPTS, ACKNOWLEDGES AND AGREES TO THE FOREGOING:

BY: [Signature]  
Doy, LLC

## **EXHIBIT A**

(a) all inventions, all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, revisions, extensions, and reexaminations thereof, and any goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of any jurisdiction

(b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (including, but not limited to, the name "NeoPoint" and the tagline "Simply more intelligent"),

(c) all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith,

(d) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, processes, techniques, etc.) and all computer software, source codes and similar items, in whatever form embodied,

(e) any agreements, contracts, instruments, promissory notes, security interests, accounts and other receivables, and other similar arrangements, and rights thereunder;

(f) any books, records, CDs, ledgers, files, documents, correspondence, lists, plans, drawings, and other printed or written materials.