

PATENTS ONLY

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<p>1. Name of party or parties conveying an interest:</p> <p>Marshall, Gerstein & Borun 6300 Sears Tower 233 South Wacker Drive Chicago, Illinois 60606</p>	<p>2. Name and address of party or parties receiving an interest:</p> <p>VPS, LLC 3500 Sears Tower 233 South Wacker Drive Chicago, Illinois 60606</p>
<p>3. Description of the interest conveyed:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement</p> <p>Other:</p> <p>Execution Date: February 28, 2002; March 1, 2002</p>	
<p>4. Application number(s) or patent number(s). If the document is being filed together with a new application, the execution date of the application is:</p> <p>Additional sheet attached? YES _____ NO <u>X</u></p> <p>A. Patent No. 6,332,146 issued December 18, 2001</p> <p>B.</p>	
<p>5. Name Name and address of party to whom correspondence concerning this cover sheet should be mailed:</p> <p>Name: Michael R. Weiner Reg. No. 38,359 MARSHALL, GERSTEIN & BORUN Street Address: 6300 Sears Tower, 233 South Wacker Drive City: Chicago State: Illinois Zip: 60606-6402</p>	<p>6. Number of applications and/or patents identified on this cover sheet: 1</p> <p>7. Amount of fee enclosed or authorized to be charged: \$40.00</p> <p>8. Any additional required fee may be charged, or any overpayment credited to our deposit account: 13-2855</p>

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FINANCE SECTION

9. To the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.

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Date: May 1, 2003
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Michael R. Weiner
Michael R. Weiner
Reg. No. 38,359

Total number of pages including cover sheet, attachments, and document: 9

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (hereinafter "Assignment") is entered into as of the dates of execution below to be effective as of March 1, 2002 (hereinafter "Effective Date"), by and among MARSHALL, GERSTEIN & BORUN, successor to MARSHALL, O'TOOLE, GERSTEIN, MURRAY & BORUN, an Illinois partnership having a place of business at 6300 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60606 (hereinafter "Assignor"); and VPS, LLC, a Delaware limited liability company having a place of business at 3500 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60606 (hereinafter "Assignee").

WHEREAS, Assignor currently owns the entire right, title and interest in and to (1) U.S. patent number 6,321,231, issued November 20, 2001, in the name of Jebens, et al.; (2) U.S. patent number 6,332,146, issued December 18, 2001, in the name of Jebens, et al.; (3) pending U.S. patent application of Jebens et al. for Method and Apparatus for Routing and Distributing Digital Images (as amended), serial no. 09/731,359, filed December 6, 2000; (4) abandoned U.S. patent application of Jebens et al. for Method of Selling On-Line Storage Space for Digital Assets (as amended), serial no. 09/517,526, filed March 2, 2000, and expressly abandoned on December 7, 2000; and (5) any related U.S., PCT or foreign applications or patents based upon any of such applications or patents, as well as any continuations, continuations in part, divisions, reexaminations, reissues, substitutes, renewals or extensions of any of the foregoing patent applications or patents ("Patent Rights"),

WHEREAS, Assignee desires to acquire the Patent Rights from Assignor by Assignment together with all rights of Assignor to enforce the Patent Rights, including the right to sue for and retain past, present, and future damages for infringement, and to seek other remedies for past, present, and future infringement of the Patent Rights or other rights that Assignor may have been able to assert against other parties under or related to the Patent Rights before or after the Effective Date,

NOW, THEREFORE, for one dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee the Patent Rights.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates indicated below to have binding effect as of the Effective Date first written above.

Marshall, Gerstein & Borun

By: CEM...

Title: Managing Partner

Date: March 1, 2002

VPS, LLC

By:

Lowell D. Carlson
Lowell D. Carlson, President

Date:

2/28/02

SUBSCRIBED AND SWORN

before me this 28th day of

February, 2002

Cherri P. Kessler

Notary Public

My commission expires

