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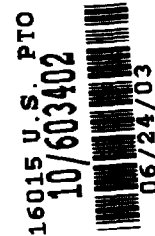
To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Michael S. Denny
Sammie W. Hill

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

BellSouth Intellectual Property Corporation
824 Market Street, Suite 901
Wilmington, Delaware 19801



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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: June 10, 2003; June 16, 2003

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: June 10, 2003; June 16, 2003

A. Patent Application No.(s)

10,603402

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Jeramie J. Keys, Esq.
Address: Merchant & Gould P.C.
P.O. Box 2903
Minneapolis, MN 55402-0903



6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41): \$40.00
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8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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Jeramie J. Keys

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June 24, 2003

Date

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PATENT
REEL: 014244 FRAME: 0641

ASSIGNMENT

WHEREAS, we, Michael S. Denny, residing at 137 Cannon Gate Circle, Sharpsburg, Georgia 30277, USA; and Sammie W. Hill, residing at 2955 Pete Shaw Road, Marietta, Georgia 30066, USA, are joint inventors of an invention entitled "**Methods and Devices For Establishing An Area Party Line Service For Telephone Calls,**" as described and claimed in the specification forming part of an application for United States letters patent executed herewith.

AND WHEREAS, BellSouth Intellectual Property Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at Suite 901, 824 Market Street, Wilmington, Delaware 19801 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16th day of JUNE, 2003.

Michael S. Denny
Michael S. Denny

STATE OF Georgia)
) ss.
COUNTY OF Walton)

On this 16th day of June, 2003, before me personally appeared Michael S. Denny to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Anne E. Crawford
Notary Public

Notary Public, Walton County, Georgia
My Commission Expires October 17, 2004

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10 day of JUNE, 2003.

Sammie W. Hill

Sammie W. Hill

STATE OF GA)
) ss.
COUNTY OF Walton)

On this 10th day of June, 2003, before me personally appeared Sammie W. Hill to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Anne E. Crawford

Notary Public

Notary Public, Walton County, Georgia
My Commission Expires October 17, 2004

