

09-02-2003



HEET

To the Honorable Commissioner of Patents and Trademarks 102539059

and original document(s) or copy thereof.

1. Name of conveying party(ies) (assignor(s)):

Niobrara Research and Development Corporation

8-28-03

Additional name(s) of conveying party(ies) attached?  yes  no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: Cislunar Networks

Address: P.O. Box 3794

City: Joplin State: MO Zip: 64803-3794

Country: U.S.A.

Additional name(s) & address(es) attached?  yes  no

3. Nature of Conveyance:

Assignment  Merger  Change of Name

Verified Translation  Security Agreement  Other

Execution Date: February 7, 2003

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

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

A. Patent Application No(s).

B. Patent No(s).

6,032,193

Others on additional sheet(s) attached?  Yes  No

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

Robert M. Bain  
Senniger, Powers, Leavitt & Roedel  
One Metropolitan Square  
16th Floor  
St. Louis, Missouri 63102  
(314) 231-5400 (telephone)

6. Total number of applications and patents involved:  
Application(s) 1 + Patent(s):     = Total 1

7. Total Fee (37 CFR 3.41) ..... \$ 40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account Number: 19-1345  
(Duplicate copy of this sheet attached)  
 Charge any underpayment or credit any overpayment to above 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.

Robert M. Bain  
Name of Person Signing

*Robert M. Bain*  
Signature

August 26, 2003  
Date

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

6

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OFFICE OF PUBLIC RECORDS  
2003 AUG 28 AM 8:54  
FINANCE SECTION

## PATENT ASSIGNMENT

**WHEREAS, Niobrara Research and Development Corporation, a corporation organized and existing under the laws of the State of Kansas ("Assignor"), is the owner of the patent listed on the attached Schedule A, which is incorporated herein by reference ("Patent");**

**WHEREAS, Assignor is also the owner of all rights, titles and interests throughout the world in, under and to the inventions claimed by the Patent and any governmental filings, licenses and grants relating thereto ("Patent Rights"); and**

**WHEREAS, Cislunar Networks Corp., a corporation organized and existing under the laws of the State of Delaware ("Assignee"), desires to acquire each and all of Assignor's Patent and Patent Rights.**

**NOW, THEREFORE, for the sum of \$10 in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor hereby irrevocably sells, assigns, transfers, grants and conveys to the Assignee all of Assignor's rights, titles and interests in, under and to the Patent and the Patent Rights throughout the world, and all letters patent of the United States and other foreign countries which have or may be granted therefore, any and all reissues, re-examinations, divisions, continuations, renewals, extensions and continuations-in-part thereof and any and all other forms of industrial property protection, the same to be held and enjoyed by the Assignee for its own use and on its own behalf, and for the use and on behalf of its successors, assigns, or other legal representatives, to the end of the term or terms for which any letters patent are or may be granted or reissued, including any and all rights Assignor may have to sue or otherwise maintain a cause of action for the infringement of same prior to the date hereof.**

**Assignor authorizes and empowers Assignee or its nominees to invoke and claim for the Patent and the Patent Rights any and all other form of protection, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.**

**Assignor hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in the United States or any foreign country for any purpose, and more particularly but without limitation in proof of the right of said Assignee or its nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.**

**Assignor hereby authorizes the respective officials whose duty it is to issue patent rights or other forms of industrial property protection to issue to or as requested by Assignee, in accordance with the terms of this Assignment, the Patent and Patent Rights, and to issue any and all letters patent and Patent Rights resulting from the Patent and Patent Rights and from any and all reissues, re-examinations, divisions, continuations, renewals, extensions and continuations-in-part thereof, such**

that all letters patent and patents resulting from the Patent and Patent Rights, and any worldly rights not expressly referenced herein on the inventions, vest in and accrue to the Assignee.

Assignor hereby represents and warrants that it has the full right and power to convey the entire rights, titles and interests herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

Assignor agrees to execute and deliver at the request of the Assignee all documents, papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all rights, titles, and interest in and to the Patent and the Patent Rights in the Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby irrevocably makes, constitutes and appoints Assignee, and authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the absolute power and authority to take any and all action and to execute thereafter any and all applications, documents, papers, filings and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. The Assignor hereby ratifies and confirms all that such attorney shall lawfully do or cause to be done by virtue hereof.


[signature pages follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the \_\_\_ day of February, 2003.

Assignor

Niobrara Research and Development Corporation

By:

  
Name: MARK K. SULLIVAN

Title: PRESIDENT

STATE OF MISSOURI §  
COUNTY OF Jasper §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Mark K. Sullivan known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this 7<sup>th</sup> day of February, 2003.

  
Notary Public in and for the State of Missouri  
My Commission Expires:


**CODY L WALKER**  
Notary Public - Notary Seal  
State of Missouri, Jasper County  
My Commission Expires Aug. 30, 2005

ACKNOWLEDGED AND ACCEPTED this Assignment from Assignor this \_\_\_ day of February, 2003.

Assignee

Cislunar Networks Corp.

By:

  
Name: MARK K SULLIVAN

Title: PRESIDENT

STATE OF MISSOURI §  
COUNTY OF Jasper §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Mark K. Sullivan known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this 7<sup>th</sup> day of February, 2003.

  
Notary Public in and for the State of Missouri  
My Commission Expires:

**CODY L. WALKER**  
Notary Public - Notary Seal  
State of Missouri, Jasper County  
My Commission Expires Aug. 30, 2005

**SCHEDULE A**

**UNITED STATES PATENT NO.**

**ISSUED**

**INVENTOR**

**TITLE**

6,032,193

February 29,  
2000

Mark K. Sullivan

Computer system having virtual circuit address altered by local computer to switch to different physical data link to increase data transmission bandwidth

HOU:2114645.3