

09-26-2003



Case No.: 58693US002

SHEET

102560141

To: The Honorable Commissioner of Patents and Trademarks
Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies)/(Execution Date)

Swifteye Incorporated
Greensboro, NC

November 30, 2001

9.22.03

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

Interactive Learning, Inc.
200 Centreport Drive, Suite 150
Greensboro, NC 27409

Additional names of conveying party(ies) attached?

Yes No

Additional names of receiving party(ies) attached?

Yes No

3. Nature of Conveyance:

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

If this is a request for correction of a previously recorded document, a copy of the previously recorded assignment and previous Notice of Recordation is enclosed.

4. Application number or patent number:

- This document is being filed contemporaneously with a new patent application.
- This document is to be recorded against the following patent application or patent: 09/461,958
- Enter Patent Cooperation Treaty (PCT) application number only if a USSN has not been assigned.

Additional Numbers Attached? Yes No

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

Name: Melissa E. Buss
Office of Intellectual Property Counsel
3M Innovative Properties Company
Phone Number: (651) 733-0649



32692

PATENT TRADEMARK OFFICE

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR § 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: 13-3723

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. Charges to deposit account are authorized, as indicated herein.

Printed Name of Attorney/Agent:

Melissa E. Buss

Registration No.: 47,465

Melissa E. Buss
Signature

September 17, 2003

Date

Pages: Total number of pages including COVER SHEET, attachments and documents

4

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

09/25/2003 8TDM11 00000138 133723 09461958

01 FC:8021 40.00 DA

OFFICE OF BUSINESS RECORDS
2003 SEP 22 PM 12:15
FINANCE SECTION

ASSIGNMENT

This Assignment made by us, Swifteye Incorporated hereinafter referred to as assignor, a corporation organized under the laws of the state of Delaware, located in the City of Greensboro, County of Guilford, State of North Carolina.

WITNESSETH: That,

WHEREAS, assignor is the owner by an assignment of certain new and useful improvements in SMART CARD CONTROLLED INTERNET ACCESS for which application for Letters Patent of the United States, application serial number 09/461,958, was filed December 15, 1999 and

WHEREAS, Interactive Learning, Inc., a corporation duly organized and existing under the laws of the State of Delaware and having a principal place of business at 200 Centreport Drive, Suite 150, Greensboro, NC 27409, County of Guilford, State of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the said application, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said assignor, has sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and

assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by assignor had this assignment and sale not been made.

And for the consideration aforesaid, assignor hereby covenants and agrees to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents the assignor is the sole and lawful owner of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that assignor has good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, assignor hereby covenants and agrees to and with the said assignee, its successors and assigns, that assignor will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to said assignee, its successors or assigns, but at its or their expense.

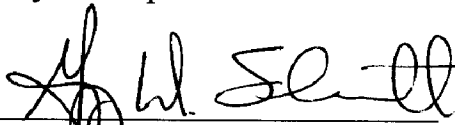
Assignor hereby requests the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, assignor has sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominees, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any

applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and the assignor hereby authorizes and empowers the said assignee, its successor, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and assignor hereby covenants and agrees to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successor, assignee, or nominee, without charge to assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, assignor's officer has hereunto set his hand effective the 30th day of November, 2001.

Swifteye Incorporated

By 
Gregg Schmidt, Secretary

WITNESS: 

DATE: 8-15-2003