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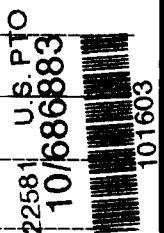
OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

1. Name of conveying party(ies): RONALD A. KATZ
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: TELEBUYER, LLC
Internal Address: _____
Street Address: 9220 Sunset Boulevard Suite 315
City: Los Angeles State: CA Zip: 90069
Additional name(s) & address(es) attached? Yes No



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: December 18, 2002

4. Application number(s) or patent number(s): 10686883
If this document is being filed together with a new application, the execution date of the application is: Oct. 16, 2003
A. Patent Application No.(s) _____
B. Patent No.(s) _____
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Byard G. Nilsson / Reena Kuyper
Internal Address: _____
Street Address: A2D, LP
9220 Sunset Boulevard, Suite 315
City: Los Angeles State: CA Zip: 90069

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:
50-1636

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9. Signature.
Reena Kuyper, Reg. No. 33,830
Name of Person Signing

Reena Kuyper
Signature

October 16, 2003
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

This assignment is made by **Ronald A. Katz** ("Assignor"), a citizen of the United States of America, to **Telebuyer, LLC**, ("Assignee"), a limited liability corporation organized and existing under and by virtue of the laws of the State of **California** and having its principal place of business at **9220 Sunset Blvd., Suite 315, Los Angeles, California 90069**.

WHEREAS, Assignor has invented a certain invention entitled **COMMERCIAL PRODUCT TELEPHONIC ROUTING SYSTEM WITH MOBILE WIRELESS AND VIDEO VENDING CAPABILITY** for which an application for United States Letters Patent

- was filed on _____ and given Application No. _____
 is being filed herewith; and

WHEREAS, Assignor believes himself to be the original, first and sole inventor of the invention disclosed and claimed in said application for Letters Patent; and

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire right, title and interest in and to said invention, said application and any Letters Patent or similar legal protection that may be granted for said invention in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, the entire right, title and interest in and to said invention, said application and any Letters Patent or similar legal protection that may be granted for said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights in which such applications are entitled under international conventions, treaties, or otherwise.

Further, Assignor agrees that, upon request and without further compensation, Assignor and his legal representatives will do all lawful acts, including the execution of papers, disclosure of pertinent facts and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said invention, said application, and any Letters Patent or legal equivalents for said invention in the United States and throughout the world.

Assignor represents and warrants that he has not granted and will not grant to others any rights, nor make any assignment, sale, agreement or encumbrance, inconsistent with the rights granted herein.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent or legal equivalent thereof

