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OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

TalkPoint Communications, Inc.

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: January 6, 2004

2. Name and address of receiving party(ies)

Name: Dynamic Technology Systems, Inc.

Internal Address: \_\_\_\_\_

Street Address: 4900 Seminary Rd., Ste 700

City: Alexandria State: VA Zip: 22311

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

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: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)  
5621455

Additional numbers attached?  Yes  No

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

Name: Daniel B. Hassett

Internal Address: \_\_\_\_\_

Street Address: Wiley Rein & Fielding LLP

7925 Jones Branch Drive, Ste. 6200

City: McLean State: VA Zip: 22102

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501129

(Attach duplicate copy of this page if paying by deposit account)

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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.

Daniel B. Hassett

Name of Person Signing

[Signature]  
Signature

1/6/04  
Date

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

Mail documents to be recorded with required cover sheet information to:

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IRREVOCABLE ASSIGNMENT OF INTANGIBLE PROPERTY RIGHTS

THIS IRREVOCABLE ASSIGNMENT OF INTANGIBLE PROPERTY RIGHTS (this "Assignment") as made as of this 6<sup>th</sup> day of January, 2004 between TalkPoint Communications, Inc., a Delaware corporation, *f.k.a.* Video Network Communications, Inc. ("Assignor") and DTS Video Holdings, Inc., a Virginia corporation ("Assignee"), a wholly owned subsidiary of Dynamic Technology Systems, Inc., a Virginia corporation, its successors and assigns.

This Assignment is made pursuant to that certain Asset Purchase Agreement (the "Agreement") dated January 6, 2004, between Assignor and Assignee.

WHEREAS, Assignor is the owner of the Intangible Property (as defined in the Agreement); and

WHEREAS, Assignor desires to assign and Assignee desires to assume all of Assignor's right title and interest in and to the Intangible Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Agreement, Assignor does hereby sell, assign and transfer unto Assignee, its successors, assigns and legal representatives, Assignor's entire worldwide right, title and interest in and to the Intangible Property, including without limitation:

(i) each and every registration, application for registration, letters patent, provisional application and applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on any of the Intangible Property and any of the following applications, including in the United States, any PCT applications or registrations, any foreign applications, including international and regional applications, based in whole or in part on any of the Intangible Property and any of the following applications, and in to any and all letters patent, including extensions thereof, of any country which has been or may be granted based in whole or in part on any Intangible Property including, without limitation, the following applications:

**United States Patent Application and Registrations**

	Patent Number	Application Number	Description of Invention
1	5621455	08352112	Video modem for transmitting video data over ordinary telephone wires
2	5786844	08775445	Video modem for transmitting video data over ordinary telephone wires
3	6134222	08938149	Multiple U channel ISDN communications interface
4	6147991	08924817	Scalable high speed packet switch using packet diversion through dedicated channels
5	6316964	08777881	Interoffice broadband communication system using twisted pair telephone wires
<del>6</del>	Pending		Video Server Technology
<del>7</del>	Pending		Scalable High Speed Packet Switch Using Packet Diversion Through Dedicated Channels

	Patent Number	Application Number	Description of Invention
8	Pending	09864090	Video file transfer network

### Foreign Patent Applications and Registrations

	Patent Number	Application/Serial Number	Description of Invention	Country of Registration
1	PCT/US95/14946		Video modem for transmitting video data over ordinary telephone wires	PCT
2	2,206,521	2,206,521	Video modem for transmitting video data over ordinary telephone wires	Canada
3	Pending	974045	Video modem for transmitting video data over ordinary telephone wires	Mexico
4	Pending	95197271.5	Video modem for transmitting video data over ordinary telephone wires	China
5	Pending	518858/96	Video modem for transmitting video data over ordinary telephone wires	Japan
6	95942425.0		Video modem for transmitting video data over ordinary telephone wires	EPO
7	NI-098004	84112850	Video modem for transmitting video data over ordinary telephone lines	Taiwan
8	NI-105797	86120103	Interoffice Broadband Communication System using Twisted Pair Telephone Wires	Taiwan
9	PCT/US97/23790		Interoffice Broadband Communication System using Twisted Pair Telephone Wires	PCT
10	0948864	97953414.6	Interoffice Broadband Communication System using Twisted Pair Telephone Wires	EPO

	Patent Number	Application/Serial Number	Description of Invention	Country of Registration
11	Pending	HEI 10-530178	Interoffice Broadband Communication System using Twisted Pair Telephone Wires	Japan
12	PCT/US98/18582		Scalable High Speed Packet Switch Using Packet Diversion Through Dedicated Channels	PCT
13	Pending	98950617.5	Scalable High Speed Packet Switch Using Packet Diversion Through Dedicated Channels	Europe
14	2,303,296	2303296	Scalable High Speed Packet Switch Using Packet Diversion Through Dedicated Channels	Canada
15	NI-122636	87114747	Scalable High Speed Packet Switch Using Packet Diversion Through Dedicated Channels	Taiwan
16	PCT/US98/20093		Multiple U Channel, ISDN Communications Interface	PCT
17	NI-133136	87115975	Multiple U Channel, ISDN Communications Interface	Taiwan
18	Pending	98949507.2	Multiple U Channel, ISDN Communications Interface	Europe
19	Pending	2304717	Multiple U Channel, ISDN Communications Interface	Canada
20	Pending	00108320.4	Scalable High Speed Packet Switch Using Packet Diversion Through Dedicated Channels	Hong Kong

(ii) each and every registered and unregistered trademark, service mark, name, logo or design mark, together with the goodwill of the business symbolized by the foregoing, based in whole or in part on the Intangible Property including, without limitation, the following applications or registrations:

	Serial Number	Reg. Number	Description of Mark
1	74451464	2077801	VIDPHONE

	Serial Number	Reg. Number	Description of Mark
2	75272516	2197363	VIDMODEM
3	75290604	2241927	BEYOND VIDEO CONFERENCING
4	75774978	2541161	VNCI
5	75490802	2588760	VIDSERVER

(iii) each and every copyrightable work based in whole or in part on the Intangible Property and the applications and registrations, including the right to reproduce, the right to prepare derivative works, the right to distribute copies and the right to display publicly and all other such rights as they exist under copyright law in the United States and throughout the world;

(iv) each and every domain name registration related to the Intangible Property and currently registered by the Assignor, including, but not limited to, the following domain name registrations:

	Domain Name
1	<a href="http://www.vnci.net">http://www.vnci.net</a>
2	<a href="http://www.vnci.tv">http://www.vnci.tv</a>
3	<a href="http://www.objectivecom.com">http://www.objectivecom.com</a>

(v) all other right, title and interest to, and any claims or defenses relating to the Intangible Property on a worldwide basis.

Assignor does hereby authorize Wiley Rein & Fielding LLP, whose address is 7925 Jones Branch Drive, McLean, VA 22102, to insert hereon any identification necessary or desirable for recordation of this document.

Assignor does hereby agree for itself and its successors and assigns, to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of the above-referenced applications or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, that may be necessary to secure to Assignee its interest and title in and to the Intangible Property or any parts thereof.

Assignor does hereby covenant for itself and its affiliates, and agrees with Assignee, its successors and assigns, that, Assignor has not granted any ownership rights or title in or to the Intangible Property to anyone except Assignee, that prior to the execution of this Assignment, Assignor's right, title and interest in the Intangible Property has not been otherwise pledged or encumbered, and that Assignor has not and will not execute any instrument in conflict therewith.

Assignor does hereby authorize and request the United States Commissioner for Patents (and similar government agencies in each applicable foreign jurisdiction) to issue to Assignee any and all letters patent, continuation, continuations in part, modifications, reinstatements or reissues that may be granted upon any patent application of Assignor.

IRREVOCABLE ASSIGNMENT OF INTANGIBLE PROPERTY RIGHTS

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first set forth above.

TALKPOINT COMMUNICATIONS, INC.  
f.k.a. Video Network Communications, Inc.

By: [Signature]  
Name: Nicholas Ballotta  
Title: CEO

County of New York  
State of New York

On this 6<sup>TH</sup> day of January 2004, before me a Notary Public in and for the County and State aforesaid, personally appeared NICHOLAS BALLOTTA, the CEO of TalkPoint Communications, Inc., who is personally known to me or who produced DRIVERS LICENSE as identification, and who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(Seal)

ALAN ZWERIN  
Notary Public, State of New York  
No. 01ZW6061937  
Qualified in Queens County  
Commission Expires July 27, 2005

[Signature]  
Notary Public: ALAN ZWERIN  
My Commission Expires: JULY 27, 2005