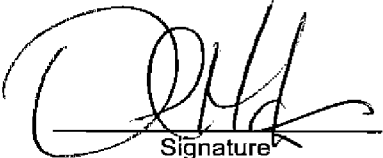


<div>Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼</div>		<div>RECORDATION FORM COVER SHEET PATENTS ONLY</div>		<div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<div>1. Name of conveying party(ies): Edge Access, Inc.</div> <div>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>		<div>2. Name and address of receiving party(ies) Name: Arthur Henley and Scott Grau Internal Address: c/o Charles W. Gaines Hitt Gaines, P.C. Street Address: 2435 N. Central Expressway Suite 1300 City: Richardson State: TX Zip: 75080 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>			
<div>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other lawsuit to resolve dispute arising out of patent assignment contract Execution Date: 04/05/04</div>					
<div>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) 5526353 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>					
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Charles W. Gaines Internal Address: Hitt Gaines, P.C. Street Address: P.O. Box 832570 City: Richardson State: TX Zip: 75080</div>		<div>6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 08-2395</div>			
DO NOT USE THIS SPACE					
<div>9. Signature. <div>David H. Hitt Name of Person Signing</div><div> Signature</div><div>August 6, 2004 Date</div></div>					
Total number of pages including cover sheet, attachments, and documents: 34					

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

CH \$40.00 082395 5526353

345
4/7/04
12:45 P.M.

- AO 440 (Rev. 10/93) [MD Rev. 02/2001] Summons in a Civil Action

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF MARYLAND

SUMMONS IN A CIVIL CASE

Edge Access, Inc. V. Arthur Henley
Scott Grau

RWT04CV1057

DOCKET

4/26/04 Answer due

TO: (Name and address of Defendant)

Charles Gaines, Esq.
Hitt Gaines, P.C.
2435 North Central Expressway
Suite 1300
Richardson, Texas 75080

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Alan Briggs, Esq.
Squire, Sanders & Dempsey, L.L.P.
1201 Pennsylvania Avenue, N.W. Suite 500
Washington, D.C. 20004

an answer to the complaint which is herewith served upon you, within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

Felicia C. Cannon

CLERK

APR 5 2004

DATE

CLERK

PATENT

REEL: 015044 FRAME: 0937

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

• JS 44MD (Rev. 3/99)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Edge Access, Inc.

St. Thomas Island, V.I.

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS: 50

Arthur Henley

Scott Grau

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Alan Briggs, Esq.

Squire, Sanders & Dempsey L.L.P.

1201 Pennsylvania Avenue, N.W., Suite 500

Washington, D.C. 20004 (202) 626-6800

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4
- Citizen of Another State ☐ 2 ☒ 2 Incorporated and Principal Place of Business in Another State ☐ 5 ☒ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSD Tide XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Arbitration <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rules/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 U.S.C. 1332, 2201—declaratory judgment to resolve dispute arising out of patent assignment contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) (See instructions):

IF ANY

JUDGE

DOCKET NUMBER

DATE

April 2, 2004

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

PATENT

REEL: 015044 FRAME: 0939

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND
CT COURT
YLAND
2004 APR -2 P 2:50

CLERK'S OFFICE
AT GREENBELT
BY _____ DEPT. _____

PATENT
REEL: 015044 FRAME: 0940

Parties

3. Edge Access, Inc. is a corporation incorporated under the laws of the United States Virgin Islands and has its principal place of business in St. Thomas, Virgin Islands.
4. Arthur Henley, upon information and belief, is a citizen and resident of Austin, Texas.
5. Scott Grau, upon information and belief, is a citizen and resident of Austin, Texas.

Jurisdiction and Venue

6. A substantial part of the events giving rise to the Disputed Contract occurred in Montgomery County, Maryland.
7. Beginning in about 1996, Defendants were employed by e-Net, Inc. ("e-Net"), a corporation organized under the laws of the State of Delaware and having its principal place of business in Montgomery County, Maryland. On information and belief the Defendants' employment ended in about 1998. Defendants were also shareholders of e-Net and regularly traveled from their homes in Texas to Montgomery County, Maryland in connection with their employment with e-Net.

8. Additionally on March 22-23, 1996, Defendants entered into the Disputed Contract with e-Net. Defendants signed the Disputed Contract on March 22, 1996 in Texas and e-Net signed the Disputed Contract on March 23, 1996 in Montgomery County, Maryland. Accordingly, Maryland law applies to the construction of the Disputed Contract.
9. Defendants personally traveled to Montgomery County, Maryland on several occasions in connection with the negotiations leading up to the Disputed Contract and in connection with the implementation of the Disputed Contract.

10. Accordingly, this court has personal jurisdiction over the Defendants under § 6-103 of the Maryland Courts Article (2002), and venue is proper under 28 U.S.C. §1391.
11. This court has jurisdiction over this cause of action pursuant to 28 U.S.C. §§ 1332; 2201.

BACKGROUND

The Assignment and Transfers of the 353 Patent.

12. In 1995, Mr. Robert Veschi formed e-Net, which was a Delaware corporation with its principal place of business in Germantown, Maryland.
13. On March 22-23, 1996, Defendants agreed to "assign and transfer to the Assignee [e-Net], and the Assignee does hereby accept, the full and exclusive right, title and interest in and to the Property [patent application for the '353 Patent]..." See Exhibit A at 1. At the time of the March 22-23, 1996 Assignment, the '353 Patent had not yet been accepted by the United States Patent and Trademark Office. Since then, however, the application has been accepted and is U.S. Patent Number 5,526,353.
14. On or about February 7, 2000, e-Net merged with ZeroPlus.com, Inc. and continued to do business as ZeroPlus.com, Inc.
15. On or about March 13, 2001, Vento L.L.C. loaned approximately \$2,000,000.00 to ZeroPlus.com, Inc. To secure this debt, ZeroPlus.com, Inc. granted and Vento L.L.C. received a security interest in, among other things, the '353 Patent ("the March 13, 2001 loan").
16. On or about the Fall of 2001, ZeroPlus.com, Inc. defaulted on the March 13, 2001 loan.

17. On December 28, 2001, in consideration for full satisfaction of the March 13, 2001 loan, Vento L.L.C. and ZeroPlus.com, Inc. entered into a contract for Transfer of Ownership transferring, among other things, all rights, title and interest in the '353 Patent to Vento L.L.C. See Transfer of Ownership, attached hereto as Exhibit B.
18. On or about February 14, 2002, ZeroPlus.com, Inc. filed for Chapter 7 bankruptcy in the United States Bankruptcy Court for the District of Maryland.
19. In ZeroPlus.com, Inc.'s Chapter 7 Voluntary Petition filed with the United States Bankruptcy Court for the District of Maryland, ZeroPlus.com, Inc. noted that all equipment and intellectual property (including the '353 Patent) valued at \$1,000,000.00 had been transferred to Vento L.L.C., a secured creditor, on December 28, 2001.
20. On or about November 14, 2003, Vento L.L.C. transferred all rights, title and interest in the '353 Patent to Edge Access in consideration for 25 million shares of Edge Access stock. See Exhibit C.

Defendants' Claim of Royalties Arising From The 353 Patent

21. On January 23, 2004, Defendants, through counsel, wrote Edge Access claiming:

According to Paragraph 2 of the Assignment, our clients are entitled to received a royalty of two and a half percent of the gross profits of any hardware, firmware or software e-Net or its successors produce that falls within the scope of or is attributable to the assigned patent rights ("Property" according the Assignment). Paragraph 3 further obligates e-Net or its successors to make reasonable efforts to develop and exploit the market opportunities afforded by the Property. Absent such reasonable efforts, subparagraph a of paragraph 3 gives our client the right to repurchase the Property and succeed to all associated causes of action for \$10.00 and obligates e-Net or it successors to cooperate in that repurchase and succession.

See Letter date January 23, 2004 from David Hitt to Robert Veschi, attached hereto as Exhibit D.

22. In this letter and in a subsequent letter, Defendants assert that Plaintiff has some obligations arising out of the Disputed Contract, allege those obligations have not been met and claim some right to arbitration against Edge Access arising from the Disputed Contract. See Exhibit D; see also Letter dated March 1, 2004 from Charles Gaines to Kirk Beckhorn, attached hereto as Exhibit E.
23. Plaintiff disputes Defendants assertion that it has any legal duties arising out of this Disputed Contract and disputes Defendants' claim that they have any right to arbitrate this dispute as to Plaintiff.
24. Edge Access has no duties and obligations under the Disputed Contract, was never a party to the Disputed Contract, never in fact or operation of law assumed any legal duties under the Disputed Contract and never consented to the alleged arbitration clause in the Disputed Contract.
25. For good and valuable consideration, Vento L.L.C. received the '353 Patent free and clear from ZeroPlus.com, Inc. after ZeroPlus.com, Inc. defaulted on the March 13, 2001 loan that was secured by, among other things, the '353 Patent. Edge Access properly acquired all right, title and interest in the '353 Patent from Vento L.L.C.
26. Defendants wrongful assertion of a contract right in and to the '353 Patent constitutes a cloud on Plaintiff's title that Plaintiff must remove in order that Plaintiff may freely exercise its rights of ownership in the '353 Patent.

27. Defendants' claims constitute an actual case or controversy within the jurisdiction of this Court.

COUNT I – DECLARATORY JUDGMENT

28. Plaintiff hereby realleges and incorporates by reference the averments contained in paragraphs 1 through 27 above.
29. This is a claim for declaratory judgment brought against Mr. Henley and Mr. Grau pursuant to 28 U.S.C. § 2201.
30. There exists a real, live, actual and justiciable controversy between Plaintiff and Defendants concerning the Disputed Contract and whether the Disputed Contract imposes on Plaintiff any rights or duties, whether the Disputed Contract in any way lawfully impairs Plaintiff's ownership of the '353 Patent and whether Defendants have any right to arbitrate this dispute.
31. Defendants have threatened some claim of title with respect to the '353 Patent, however, Plaintiff received all right, title and interest in the '353 Patent free and clear from any other claim of title.
32. Defendants have threatened to institute an arbitration proceeding to determine their rights and claim of title under the '353 Patent. Plaintiff, however, is not a party to the Disputed Contract and never consented to the alleged arbitration provision in the Disputed Contract, consequently, has no obligation to arbitrate this matter.
33. Pursuant to 28 U.S.C. §2201, Plaintiff is entitled to a judgment resolving the disputed issues.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court enter judgment in its favor and against Mr. Henley and Mr. Grau as follows:

1. Declaring that:

(a) Edge Access, Inc. received all right, title and interest in the '353 Patent free and clear of any obligations and duties asserted in the Assignment of Patent Rights.

(b) Edge Access, Inc., as a non-party to the Assignment of Patent Rights, has no obligation to arbitrate this matter with Mr. Henley and/or Mr. Grau and Mr. Henley and/or Mr. Grau have no right to arbitrate this matter as to Edge Access, Inc.

2. For costs and such further relief as this court deems just.

DATED: April 2, 2004

Respectfully submitted,

By: 

Alan L. Briggs (#13152)

Kara K. Mather (#15355)

SQUIRE, SANDERS & DEMPSEY L.L.P.

1201 Pennsylvania Avenue, N.W.

P.O. Box 407

Washington, D.C. 20044-0407

Telephone: (202) 626-6600

Facsimile: (202) 626-6780

e-mail: abriggs@ssd.com

e-mail: kmather@ssd.com

Of Counsel:

Kirk Beckhorn

Squire, Sanders & Dempsey L.L.P.

8000 Towers Crescent Drive, 14th Floor

Tysons Corner, VA 22181-2700

Telephone: (703) 720-7850

Facsimile: (703) 720-7801

Attorneys for Plaintiff Edge Access, Inc.

EXHIBIT A

MAR-09-2004 11:30

WORLD PATENT SERVICES, INC

703 418 3848 P.06/23

ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS (this "Assignment") is effective as of the 22nd day of March, 1996, by and between Arthur Henley and Scott Grau (collectively, Henley and Grau are referred to hereinafter as the "Assignors"), respectively residing at 10705 Bay Laurel Trail, Austin, Texas 78750 and 13303 Ivywood Cove, Austin, Texas 78729, and e-Net, Inc., a Delaware corporation, having a mailing address at 7-4 Metropolitan Court, Gaithersburg, Maryland (the "Assignee") (collectively, the Assignors and the Assignee are referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the Assignors are the owner of all right, title and interest in and to those certain inventions entitled "SYSTEM AND METHOD FOR COMMUNICATION OF AUDIO DATA OVER A PACKET-BASED NETWORK" (the "Inventions") for which application for Letters Patent of the United States was filed on December 20, 1994 under Serial Number 08/359,393 (the "'393 Application");

WHEREAS, the United States Patent and Trademark Office indicated that prosecution on the merits of the '393 Application is concluded and that United States Letters Patent are to issue (the "Patent Rights") as evidenced by a "Notice of Allowance and Issue Fee Due," mailed January 23, 1996, that is attached hereto as EXHIBIT A (collectively, the Inventions, the '393 Patent and the Patent Rights are referred to hereinafter as the "Property");

WHEREAS, the Assignors hold all right, title and interest for the United States in and to the Property and to any divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or will be filed in the United States and any foreign country on any of the Property; and

WHEREAS, the Assignee is desirous of acquiring all right, title and interest in and to the Property.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto agree as follows:

TRANSFER OF RIGHTS: The Assignors hereby assign and transfer to the Assignee, and the Assignee does hereby accept, the full and exclusive right, title and interest in and to the Property, and to all rights to existing causes of action pertaining to the Property, together with all past damages associated with the same.

- 1 -

PATENT

REEL: 7988 FRAME: 0771

PATENT

REEL: 015044 FRAME: 0948

MAR-09-2004 11:31

WORLD PATENT SERVICES, INC

703 418 3848 P.07/23

2. **PAYMENT:** Each of the Assignors will receive two and a half percent of the quarterly gross profits of the Assignee attributable to the sale, lease, license or sublicense of any hardware, firmware or software products within the scope of, or attributable to, the Property (the "Profits"). The Profits will be paid quarterly to the Assignors in United States Dollars, in arrears, by the Assignee. "Gross profits," as the phrase is used herein, is defined by Generally Accepted Accounting Principles as promulgated by the Financial Accounting Standards Board.

In addition to the Profits, each of the Assignors will be paid 10 percent of the net proceeds of any legal action undertaken by the Assignee against any party based on the Assignee's claim that the party has violated, infringed, misappropriated or the like upon any of the Assignee's rights in and to the Property. "Net proceeds," as the phrase is used herein, is defined as cash or cash equivalents received by the Assignee as a result of any settlement of the legal action or of any judgments resulting from the legal action, less reasonable legal fees and collection costs.

3. **REPURCHASE:** If the Assignee fails to make reasonable efforts to develop and exploit the market opportunities made available to the Assignee by the Property, and upon presentation by at least one of the Assignors to the Assignee in writing of a specific basis for a determination that reasonable efforts have not been made, the Assignee may either:

- a. concur in such determination and take such ordinary and necessary actions as are required for the Assignee to assign and transfer to the Assignors the full and exclusive right, title and interest in and to the Property, and to all rights to existing causes of action pertaining to the Property, together with all past damages associated with the same for \$10.00; or
- b. dispute such determination of the Assignors and refer the matter to binding arbitration, conducted by three arbitrators knowledgeable in the telecommunications products and intellectual property fields, under the administration of the American Arbitration Association, costs to each party to be borne by each of them, arbitration to be held in Dallas, Texas.

The Parties agree that at least \$1,000,000.00 of paid-in capital must be allocated to and set aside to make reasonable efforts to develop and exploit the market opportunities made available to the Assignee by the Property by December 31, 1996.

Failure of the Assignors at any time to make such determination that reasonable efforts have not been made will not be construed as a waiver of the same or of the Assignors' right to the same on any subsequent occasion.

MAR-09-2004 11:31

WORLD PATENT SERVICES, INC

703 418 3848

P.08/20

4. **NOTICES:** All notices, reports, requests or demands to be given by either party to the other under the provisions of this Assignment will be forwarded, via telecopy or registered mail, properly addressed to the respective party at the addresses given above, or as later provided by either of the Parties.
5. **ASSIGNORS' COVENANT:** The Assignors covenant that the Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Property as may be known and accessible to the Assignors and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to the Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce any of the Property that may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date above written.

ASSIGNORS:

Arthur Henry

Date

Scott Grau

Date

3/22/96

3/22/96

ASSIGNEE:

e-Net, Inc

Name

Date

Title

3/23/96

PRESIDENT - CEO

R. A. VESCHI personally appeared
before me Wayne Calhoun 3/21/96
NOTARY

MAR-09-2004 11:31

WORLD PATENT SERVICES, INC

703 418 3848 P.09/23

03/22/96 15:56 HITT, CHANG & GAINES - 512 328 1048

NO. 441 105

United States of America)

State of Texas) ss.:County of Travis)

On this 22 day of March, 1996, before me personally came Arthur Henley, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

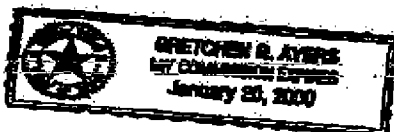


Gretchen E. Ayers
Notary Public

United States of America)

State of Texas) ss.:County of Travis)

On this 22 day of March, 1996, before me personally came Scott Grau, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Gretchen E. Ayers
Notary Public

PATENT
REEL: 7988 FRAME: 0774

PATENT
REEL: 015044 FRAME: 0951

MAR-09-2004 11:31

WORLD PATENT SERVICES, INC

703 418 3648 P.10/23

03/22/96

15:57

HITT, CHANG & GAINES + 512 328 1848

NO. 441 006

United States of America)

State of MARYLAND)County of MONTGOMERY)

On this 25th day of MARCH, 1996, before me personally came _____
to me known to be the individual described in and who executed the foregoing instrument, and
acknowledged execution of the same.

NOTARY FOR SIGNATURE
OF R.A. YESCHI ON PAGE 3

Thyia Calkins
Notary Public

My Commission Expires
2/28/98

On

St.

- 5 -

RECORDED: 06/10/1996

PATENT
REEL: 7988 FRAME: 0775PATENT
REEL: 015044 FRAME: 0952

EXHIBIT B

MAR-09-2004 11:33

WORLD PATENT SERVICES, INC

703 418 3848 P.17/23

**TRANSFER OF OWNERSHIP OF PATENT COLLATERAL AND EQUIPMENT
COLLATERAL FROM ZEROPLUS.COM, INC. TO VENTO LLC**

I. RECITALS

1.1 ZeroPlus.com ("ZeroPlus"), a Delaware Corporation, owns and holds the title to the following United States Letters-Patent: (a) U.S. Pat. No. 5,526,353, System and Method for Communication of Audio Data Over a Packet-Based Network; and (b) U.S. Pat. No. 5,923,655, Interactive Video Communication Over a Packet Data Network; and

1.2 ZeroPlus, a Delaware Corporation, owns and holds the title to the following Applications for Letters-Patent currently pending in the United States Patent and Trademark Office:

(a) S/N PCT/US98/12033, Interactive Video Communication Over A Packet Data Network;

(b) S/N 60/127,701, Telephone Interface To Computer System;

(c) S/N 09/574,820, Private Dialing Plan For Voice On A Packet-Based Network;

(d) S/N 98805827.8 (CN), Interactive Video Communications Over A Packet Data Network;

(e) S/N 503158/1999 (JP), Interactive Video Communications Over A Packet Data Network;

(f) S/N 98 926 518.6 (EP), Interactive Video Communications Over A Packet Data Network;

(g) S/N 09/777,350, System For Internet Telephony Devices To Announce Incoming Calls;

(h) S/N 09/823,350, Method and System For Routing Calls From A Standard Telephone Device To A Voice Over Internet Protocol Net.

1.3 ZeroPlus entered into a Patent Security Agreement with Vento LLC ("Vento"), a Colorado Limited Liability Company, in which ZeroPlus granted Vento a security interest in the Patent Collateral of ZeroPlus. "Patent Collateral," as defined in ¶2 of the Patent Security Agreement, encompasses the Intellectual Property listed in ¶¶1.1 and 1.2 above. The security interest secured ZeroPlus' obligation to make payments to Vento on a certain promissory note from ZeroPlus to Vento dated March 13, 2001 ("the Note"); and

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1.4 ZeroPlus entered into a certain security agreement with Vento in which ZeroPlus granted Vento a security interest in certain personal property ("the Equipment collateral") to secure ZeroPlus' obligation to make payments on the Note; and

1.5 ZeroPlus has defaulted on the Note; and ZeroPlus now wishes to transfer ownership of its Patent Collateral and the Equipment Collateral to Vento in full satisfaction of ZeroPlus' debt to Vento evidenced by the Note.

II. TRANSFER OF OWNERSHIP OF THE PATENT COLLATERAL FROM ZERO PLUS TO VENTO

2.1 Pursuant to 35 U.S.C. §261, ZeroPlus hereby irrevocably transfers to Vento all of its rights, title, and ownership of, and hereby irrevocably assigns to Vento all of its rights, title, and its ownership interest in the following Letters-Patent:

(a) U.S. Pat. No. 5,526,353, System and Method for Communication of Audio Data Over a Packet-Based Network;

(b) U.S. Pat. No. 5,923,655, Interactive Video Communication Over a Packet Data Network;

2.2 Pursuant to 35 U.S.C. §261, ZeroPlus hereby irrevocably transfers to Vento all of its rights, title, and ownership of, and hereby irrevocably assigns to Vento all of its rights, title, and its ownership interest in the following Applications for Letters-Patent:

(a) S/N PCT/US98/12033, Interactive Video Communication Over A Packet Data Network;

(b) S/N 09/574,820, Private Dialing Plan For Voice On A Packet-Based Network;

(c) S/N 98805827.8 (CN), Interactive Video Communications Over A Packet Data Network;

(d) S/N 503158/1999 (JP), Interactive Video Communications Over A Packet Data Network;

(e) S/N 98 926 518.6 (EP), Interactive Video Communications Over A Packet Data Network;

(f) S/N 09/777,350, System For Internet Telephony Devices To Announce Incoming Calls;

(g) S/N 09/823,350, Method and System For Routing Calls From A Standard Telephone Device To A Voice Over Internet Protocol Net.

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III. TRANSFER OF OWNERSHIP OF THE EQUIPMENT COLLATERAL FROM ZEROPLUS TO VENTO.

ZeroPlus shall transfer ownership of the Equipment Collateral to Vento by separate agreement.

IV. REPRESENTATIONS AND WARRANTIES:

ZeroPlus hereby represents and warrants to Vento as follows:

3.1 That U.S. Pat. No. 5,526,353 and U.S. Pat. No. 5,923,655 are in full force and effect, and that ZeroPlus has not abandoned either of the two above-listed patents, for any reason including, by way of example and not limitation, failure to pay required after-issue fees.

3.2 That the Patent Applications listed in ¶2.2 above are currently pending in the United States Patent Office; that said Patent Applications have not been abandoned for any reason, and especially for, by way of example and not limitation, failure to pay required patent prosecution fees.

3.3 That ZeroPlus has not granted, created, or permitted to exist any lien, encumbrance, or any security interest whatsoever on the Patents or Patent Applications listed in ¶2.1 and 2.2 of this Assignment Agreement, other than the security interest created in favor of and granted to Vento by the Patent Security Agreement.

3.4 That ZeroPlus is the owner of the Patents or Patent Applications listed in ¶2.1 and 2.2 of this Assignment Agreement, through assignment by the inventors or otherwise; and that no impediment exists preventing ZeroPlus from transferring full ownership of the Patents or Patent Applications listed in ¶2.1 and 2.2 of this Assignment Agreement to Vento; and that ZeroPlus has full power, authority, legal right and capacity to transfer full ownership of the Patents or Patent Applications listed in ¶2.1 and 2.2 of this Assignment Agreement to Vento.

3.5 That the corporate officers who execute this Assignment and Transfer of Ownership on behalf of ZeroPlus.com, Inc. and Vento LLC, respectively, have the power and authority pursuant to the respective bylaws of ZeroPlus.com, Inc. and Vento LLC to effect such an assignment and transfer; and that executing this Assignment and Transfer of Ownership is not *ultra vires*; and that executing this Assignment and Transfer of Ownership does not in any way contravene the bylaws or other corporate governing documents of ZeroPlus.com, Inc. and Vento LLC.

V. MISCELLANEOUS PROVISIONS

4.1 ZeroPlus acknowledges the requirement of 35 U.S.C. §261 that Vento record this Assignment and Transfer of Ownership in the United States Patent and Trademark Office within three (3) months of the effective date of this Agreement as defined in ¶4.7. ZeroPlus agrees to

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V. cooperate fully, including, by way of example and not limitation, executing any documents required for Vento to effect such a recording in the United States Patent and Trademark Office.

4.2 ZeroPlus and Vento agree, pursuant to MD COML §9-620, that this transfer of the Patent Collateral and the Equipment Collateral of ZeroPlus to Vento shall be for the full satisfaction of the debt of ZeroPlus to Vento evidenced by the Note.

(a) By executing this Assignment, ZeroPlus consents to Vento's acceptance of the collateral in full satisfaction of ZeroPlus' debt pursuant to MD COML §9-620(a)(1) and MD COML §9-620(c)(2). For the purposes of MD COML §9-620(c)(2), ZeroPlus's acceptance of Vento's retaining the Patent Collateral and Equipment Collateral in full satisfaction of ZeroPlus's debt in this Assignment shall constitute acceptance in a record authenticated after ZeroPlus' default.

(b) ZeroPlus warrants, for the purposes of Vento's compliance with the notification requirements of MD COML §9-620(a)(2)(A) and (B); and MD COML §9-621; that no other entity holds a lien or other security interest, whether superior to or subordinate to Vento's security interest, in the Patent Collateral or the Equipment Collateral.

(c) The Patent Collateral and Equipment Collateral accepted by Vento does not consist of commercial goods; therefore, MD COML §9-620(a)(3) is not applicable.

(d) The security interest that ZeroPlus granted Vento was neither a purchase money security interest (PMSI) or an non-PMSI in consumer goods. Therefore, pursuant to MD COML §9-620(a)(4), MD COML §9-620(e) does not apply.

(e) Pursuant to MD COML §9-620(b)(1), Vento accepts the Patent Collateral and the Equipment Collateral in full satisfaction of ZeroPlus' obligation to Vento under the Note. Vento agrees that this Assignment is an "authenticated record" for the purposes of MD COML §9-620(b)(1).

(f) Pursuant to MD COML §9-620(a), ZeroPlus and Vento agree that the Note was not a "consumer transaction" within the meaning of MD COML §9-620(g), and, therefore, that MD COML §9-620(g) does not apply.

(g) To the extent applicable and to the extent not waived in ¶4.2(a)-(f) above, pursuant to MD COML §9-624(a), ZeroPlus waives any right it may have for Vento to notify ZeroPlus of any disposition that Vento makes of either the Patent Collateral or the Equipment Collateral. To the extent applicable and to the extent not waived in ¶4.2(a)-(f) above, pursuant to MD COML §9-624(b) ZeroPlus waives the right to require disposition of the Patent and Equipment Collateral under MD COML §9-620(e). ZeroPlus agrees that ZeroPlus's waivers under MD COML §§9-624(a) and (b) shall constitute waiver in a record authenticated after ZeroPlus' default.

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4.3 Pursuant to MD COML §9-620(c), ZeroPlus hereby waives its right to enforce the Patent Collateral and the Equipment Collateral. ZeroPlus agrees that ZeroPlus's waiver under this section shall constitute waiver in a record authenticated after ZeroPlus' default.

4.4 As Vento has agreed to accept the Patent Collateral and the Equipment Collateral in full satisfaction of ZeroPlus' debt to Vento pursuant to MD COML §9-620:

(a) Vento hereby grants to ZeroPlus an unconditional release of any claims that Vento might have, presently or in the future, against ZeroPlus pursuant to MD COML §9-615(d)(2) for any deficiency between the value of the Patent Collateral and the Equipment Collateral and the remaining balance due from ZeroPlus to Vento on the Note.

(b) ZeroPlus hereby grants to Vento an unconditional release of any claims that ZeroPlus might have, presently or in the future, against Vento pursuant to MD COML §9-615(d)(1) for any surplus of the value of the Patent Collateral and the Equipment Collateral over the remaining balance due from ZeroPlus to Vento on the Note.

4.5 ZeroPlus and Vento agree that, to the extent this Assignment and Transfer of Ownership implicate any provision of the Uniform Commercial Code or other state law, then this Assignment and Transfer of Ownership shall be interpreted under the law of the State of Maryland, notwithstanding Conflict of Law principles. ZeroPlus and Vento agree that, to the extent this Assignment and Transfer of Ownership implicates any matter of patent ownership or other intellectual property ownership, then the Patent Laws of the United States shall supply the Rule of Decision.

4.6 ZeroPlus and Vento agree that any litigation to enforce any provision of this Assignment and Transfer of Ownership, or to interpret its terms, shall be brought in either the federal or state courts located in the State of Maryland, to the exclusion of any other fora. Both ZeroPlus and Vento consent to the jurisdiction of the Maryland state and/or federal courts, as applicable, for any litigation to enforce any provision of this Assignment and Transfer of Ownership, or to interpret its terms.

4.7 This Assignment and Transfer of Ownership may be executed in counterparts. If this Assignment and Transfer of Ownership is executed in counterparts, then this Assignment and Transfer of Ownership shall become effective on the date when the last party executes it.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Transfer of Ownership Agreement to be executed by their duly authorized officers as of the later date set forth below.

MAR-09-2004 11:35

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ZEROPLUS.COM, INC.

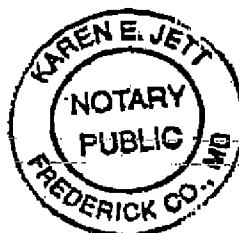
By: [Signature]Name: Robert A. VeschiTitle: President & CEODate: 12-23-2001CERTIFICATE OF ACKNOWLEDGMENT OF ZEROPLUS.COM, INC. PURSUANT
TO 35 U.S.C. §261State of: MarylandCounty: MontgomeryCity of: Montgomery

Robert A. Veschi personally appeared before me and acknowledged his signature
on the foregoing Assignment and Transfer of Ownership Agreement on this 23rd day of
December, 2001.

I certify that I am a Notary Public authorized to administer oaths in the State of

MarylandKaren E. Jett

Notary Public

My commission expires: 5-1-05

MAR-09-2004 11:35

WORLD PATENT SERVICES, INC

703 418 3848 P.23/23

VENTO LLC

By: [Signature]Name: Richard G. VentoTitle: ManagerDate: 1/14/02CERTIFICATE OF ACKNOWLEDGMENT OF VENTO LLC PURSUANT TO 35 U.S.C.
§261State of: NevadaCounty: WashoeCity of: Washoe

Richard G. Vento personally appeared before me and acknowledged his signature
on the foregoing Assignment and Transfer of Ownership Agreement on this 14 day of
January, 2002

I certify that I am a Notary Public authorized to administer oaths in the State of

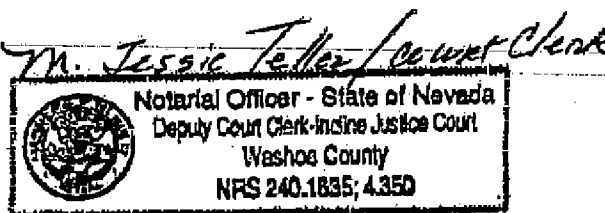
NevadaM. Jessie Teller
Notary PublicMy commission expires: 2/17

EXHIBIT C

**EXHIBIT C
PATENT ASSIGNMENT**

This assignment ("Patent Assignment") is made and effective as of April, 2003 ("Effective Date") from VENTO LLC, a Colorado limited liability company having a place of business at 865 Tahoe Blvd., Suite 203, Incline Village, Nevada 89451 ("Assignor"), to EDGE ACCESS, INC., a United States Virgin Islands company and having a place of business at 9800 Buccaneer Mall, Suite 210, St. Thomas, USVI 00802-2409 ("Assignee").

WHEREAS, Assignor is the owner of the patent identified below (hereinafter, the "Patent"):

U.S. Patent No. 5,526,353

Title: System and Method for Communication of Audio Data Over a Packet-Based Network; and

WHEREAS, Assignee is desirous of acquiring the Patent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign, to Assignee the Assignor's entire right, title and interest in and to the Patent, in the United States and all jurisdictions outside the United States, including the right to apply for letters patent in any and all such jurisdictions based on said Patent, and including all divisional, renewal, substitute, continuation, continuation-in-part, reexamination, reissue, extension and convention applications or patents based in whole or in part upon said Patent, and any and all letters patent that may issue thereon, in any and all such jurisdictions, to the full end of the term or terms for which said letters patent may be issued, and every priority right that it may be predicated upon or arise from the foregoing, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to record the transfer of the Patent to Assignee as Assignee of Assignor's entire right, title and interest therein, and to issue to Assignee all letters patent and other items referred to above which may issue with respect to the Patent, in accordance with this Patent Assignment.

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:

Vento LLC
865 Tahoe Blvd., Suite 203
Incline Village, Nevada 89451

By: 

Name: Richard G. Vento

Title: Manager

ASSIGNEE:

Edge Access, Inc.
9800 Buccaneer Mall,
Suite 210
St. Thomas, USVI 00802-2409

By: 

Name: Robert A. Veseth

Title: President & CEO

STATE OF CA
COUNTY OF Santa Clara

Before me, the undersigned, a Notary Public of the State of CA, personally appeared _____, ~~having been sworn by me according to law did depose and say he was~~ and did acknowledge the execution of the foregoing Patent Assignment on behalf of the Assignor.

WITNESS my hand and notarial seal this 9 day of March, 2004.

Carline A. Ferrar
(Written Signature)

Carline A. Ferrar
(Printed Signature)

EXHIBIT D

FROM :

FAX NO. :

Feb. 02 2004 11:30AM P2

HITT GAINES, P.C.
Intellectual Property Law & Related Matters

January 23, 2004

Robert A. Veschi
President, CEO and Co-Founder
EDGE ACCESS, INC.
9800 Buccaneer Mall #3
St. Thomas, Virgin Islands 00802-2409

VIA CERTIFIED MAIL
CONFIRMATION VIA 1ST CLASS MAIL

RE: Notice of Failure to Make Reasonable Efforts to Develop and Exploit Market
Opportunities with Respect to Assignment of Patent Rights dated March 22, 1996
Our Ref.: HENA-0002LIT

Dear Mr. Veschi:

This firm represents Messrs. Arthur Henley and Scott Grau with respect to intellectual property matters. On March 22, 1996, our clients, as "Assignors," entered into an Assignment of Patent Rights ("Assignment") with e-Net, Inc., as "Assignee" (copy attached). We understand that e-Net then later sold to Zeroplus.com and that you then took title to ZeroPlus.com's assets by foreclosing a security interest. You therefore appear personally to be e-Net's latest successor with respect to that Assignment.

According to paragraph 2 of the Assignment, our clients are entitled to receive a royalty of two and a half percent of the gross profits of any hardware, firmware or software e-Net or its successors produce that falls within the scope of or is attributable to the assigned patent rights ("Property" according to the Assignment). Paragraph 3 further obligates e-Net or its successors to make reasonable efforts to develop and exploit the market opportunities afforded by the Property. Absent such reasonable efforts, subparagraph a of paragraph 3 gives our clients the right to repurchase the Property and succeed to all associated causes of action for \$10.00 and obligates e-Net or its successors to cooperate in that repurchase and succession.

Our clients have brought to our attention that they have not received any royalty payments since July 16, 1999 (for the first quarter of 1999). This fact forms a specific basis for our clients' determination that you, Zeroplus.com, e-Net or any interim owner of which we may not yet be aware has failed to make reasonable efforts to develop and exploit the market opportunities afforded by the Property. Our clients therefore invoke paragraph 3, subparagraph a of the Assignment and will, in approximately 30 days of the date of this letter, tender \$10.00 to you as payment in full for the repurchase of the Property and succession to all associated causes of action.

Mailing Address: P.O. Box 33570, Richardson, Texas 75083-2570
Street Address: Palisades Central II, 2435 North Central Expressway, Suite 1300, Richardson, Texas 75080-2753 U.S.A.
Tel: (972) 480-8360 Fax: (972) 480-8365 firm@hittgaines.com

Central II 2.

2435 North Central Expressway.

Suite 1300

Richardson Tex

PATENT

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Robert A. Veschi

BL 218916

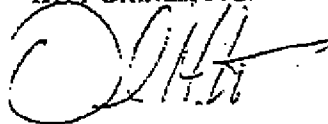
P.2

Robert A. Veschi
January 23, 2004
Page 2

Unless you or the current Property owner disputes this determination within 30 days of the date of this letter, our clients will deem everyone involved as having acquiesced to it. Please direct all communications regarding this matter to me.

Very truly yours,

HITT GAINES, P.C.



David H. Hitt

DHH:sp
cc: Arthur Henley
Scott Grau

EXHIBIT E

Received
3/4/04

HITT GAINES, P.C.
Intellectual Property Law & Related Matters

March 1, 2004

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Kirk D. Beckhorn, Esq.
Squire, Sanders & Dempsey, LLP
8000 Towers Crescent Drive, 14th Floor
Tysons Corner, Virginia 22182-2700

Re: Assignment of Patent Rights to United States Patent No. 5,526,353 (the Property),
dated March 22, 1996, by and among Arthur Henley and Scott Grau (Assignors)
and e-Net, Inc. (Assignee)
Our Ref: HENA-0002LIT

Dear Mr. Beckhorn:

We assume from your February 5, 2004, letter that you have been retained by Robert Veschi to represent Edge Access, Inc. in connection with the above-referenced matter. If this is not the case, please let us know immediately.

As you know from our January 23, 2004, correspondence, Messrs. Arthur Henley and Scott Grau ("Assignors") assert that the lack of royalty payments since July 16, 1999, constitutes failure of Edge Access, Inc., as successor to e-Net, Inc. ("Assignee") to make reasonable efforts to develop and exploit market opportunities afforded by the invention that is the subject of the above-referenced Assignment of Patent Rights. It is our understanding from your February 5, 2004, letter that your client disputes Assignors' claim. Therefore, we assume that your client declines to assign and transfer the Property back to Assignors for \$10.00 in accordance with Paragraph 3a of the Assignment of Patent Rights.

Accordingly, pursuant to Paragraph 3b of the Assignment of Patent Rights, Assignors hereby notice your client of their intention to arbitrate this matter with the arbitration proceedings to be held in Dallas, Texas, and under the administration of the American Arbitration Association (AAA), for a ruling on the allegations and a determination of whether the Property should re-assigned to the Assignors and for a determination of the amount of damages or other specific enforcement relief to which Assignors are entitled.

In accordance with the American Arbitration Association's Rule 6 (b), pertaining to the "Initiation under an Arbitration Provision in a Contract," three copies of this notice and three copies of the arbitration provision of the contract with the appropriate filing fee will be filed in the Dallas, Texas regional office of the AAA.

Kirk D. Beckhorn, Esq.
Page 2

Also, this letter places your client on notice to preserve all evidence related to this matter, including accountings and documentation showing the alleged efforts by your client, inasmuch as that evidence will be the subject of discovery processes during the arbitration and any subsequent litigation.

If you have any questions regarding this notice, please do not hesitate to contact me immediately.

Very truly yours,

HITT GAINES, P.C.


Charles W. Gaines

CWG:cg

cc: Arthur Henley
Scott Grau