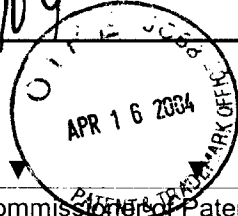


4/16/04

Docket No.: 1274US / 5822 / 458244

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
P08/REV02



REC

04-23-2004



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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):

**Continental Communications Group, Inc.
f/k/a Customer Communications Group, Inc.**

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **February 18, 2004**

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

Name: **John R. Klug**

Internal Address: _____

Street Address: **5801 Bluebell Lane**

City: **Evergreen** State: **CO** ZIP: **80439**

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

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

~~09/128,915~~ 10/411,829
60/008,736
09/884,779

B. Patent No.(s)

5,790,785

Additional numbers attached? Yes No

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

Name: **John T. Kennedy**

Internal Address: **Dorsey & Whitney LLP**

Street Address: **370 Seventeenth Street, Suite 4700**

City: **Denver** State: **CO** ZIP: **80202**

6. Total number of applications and patents involved:

5

7. Total fee (37 CFR 3.41):.....\$ **200.00**

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

04-1415

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.

John T. Kennedy

February 20, 2004

Name of Person Signing

Signature

Date

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

6

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into and effective as of the 18th day of February, 2004, by and among Continental Communications Group, Inc. ("CCG"), formerly known as Customer Communications Group Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 12600 West Cedar Drive, Denver, Colorado 80228, and John R. Klug ("Klug") an individual residing at 5801 Bluebell Lane, Evergreen, Colorado 80439.

WHEREAS, Klug and Thad D. Peterson previously invented certain new and useful systems and methods disclosed and described in the Patent and Applications for Letters Patent set forth on Exhibit A hereto (the "Patents"); and assigned to CCG certain inventions covered by the Patents;

WHEREAS, as a result of such assignment, CCG is the current owner of all right, title and interest in and to the Patents and the inventions covered thereby;

WHEREAS, CCG does not desire to prosecute, maintain, enforce, defend, utilize and/or pursue any of its rights, title and/or interests in the inventions and/or under the Patents;

WHEREAS, CCG desires to receive a portion of any revenues generated by the licensing, capitalization, monetization and/or enforcement of any rights under the Patents, while contributing in-kind to the payment of any expenses incurred in the prosecution, enforcement, maintenance, licensing, capitalization and/or monetization of the Patents;

WHEREAS, Klug desires to prosecute, maintain, enforce and defend the Patents, under terms and conditions of his own choosing; and

WHEREAS, Klug now desires to re-acquire from CCG, and CCG wishes to transfer to Klug, the entire right, title and interest in and to said Patents, said inventions, said U.S. patent application, and all patents, all divisions, continuations, continuations-in-part, continuing patent applications, reissues, extensions, or renewals thereof, and any Letters Patent, both foreign and domestic, that may or shall issue, or may or shall have issued, therefrom, and any right, title, or interest in and to the said invention under any international conventions (collectively, the "Intellectual Property Rights");

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. CCG unconditionally sells, assigns and transfers to Klug and Klug's legal representatives, successors and assigns, CCG's entire right, title and interest in and to the Patents and the Intellectual Property Rights and CCG hereby authorizes and requests transfer of said Patents and any further, other or additional applications which may be or shall have been filed under the Patent to Klug in accordance herewith. CCG further authorizes Klug, his successors, and assigns, or anyone Klug may properly designate, to apply for Letters Patent in the United States and any and all foreign countries, in his own name if desired, and additionally to claim priority to the filing date of any of said Patents and otherwise take advantage of the provisions of any international conventions.

2. Expenses. Klug will bear and pay seventy percent (70%) of all fees and expenses incurred in the prosecution, maintenance, enforcement and/or defense of the Patents and Intellectual Property Rights and CCG will bear and pay thirty percent (30%) of all such costs.

3. Revenues. Klug will be entitled to receive and retain seventy percent (70%) of all net revenues (after all legal costs and contingency fees, if any, have been paid) of any sort generated from the licensing, commercialization, monetization and/or enforcement of the Patents and Intellectual Property Rights and CCG will be entitled to receive and retain thirty percent (30%) of all such net revenues.

4. Control. Klug shall have full control of all decisions affecting the inventions, the Patents and the Intellectual Property Rights, including the manner in which to prosecute and maintain any existing or future patents or patent applications which constitute or are otherwise derived from the inventions, the Patents and the Intellectual Property Rights, how to commercialize the inventions, the Patents and the Intellectual Property Rights, whether to institute litigation to enforce the inventions, the Patents and Intellectual Property Rights, whether and how to defend against actions attacking the inventions, the Patents and the Intellectual Property Rights, whether to assign, donate, transfer, license, convey or otherwise transfer any or all of any of rights, title and/or interest in or to the inventions, the Patents and/or the Intellectual Property Rights to any third party, and whether and in what manner to settle any enforcement or other related litigation affecting or otherwise involving the inventions, the Patents and the Intellectual Property Rights.

5. Cooperation. CCG will cooperate with Klug in order that Klug may enjoy the benefits of the rights conveyed hereunder to the fullest extent. CCG will not execute any writing or do any act whatsoever conflicting with this assignment or Klug's enjoyment of the benefits hereunder, and CCG will, at any time upon request, without further or additional consideration, but at the expense of the Klug, execute such additional assignments and other writings and do such additional acts as Klug may deem necessary or desirable to perfect Klug's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, renewal, reissued or extended Letters Patent of the United States, or of any and all foreign countries, on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

6. Choice of law. This Agreement is to be construed under the laws of the State of Colorado, USA, without regard to conflicts of laws principles.

7. Authority. CCG represents and warrants that it has the right and authority to execute this Assignment and to convey all right, title, and interest in and to the inventions, the Patents and the Intellectual Property Rights to Klug, and that it has not conveyed nor will convey hereafter all or part of the rights, title and/or interest in and/or to the inventions, the Patents and/or the Intellectual Property Rights therein to any third party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

CCG:

Continental Communications Group, Inc.

By: Melody McConnell
Name: Melody McConnell
Title: Secretary and Treasurer

KLUG:

By: John R. Klug
John R. Klug

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 18th day of February, 2004, before me a notary public in and for said city and county, appeared MELBOHE MCCONWELL and JOHN R. KLUC who are personally known to me to be the same persons whose names are subscribed to the foregoing document, respectively, and acknowledge that they signed, sealed and delivered the same document as a free and voluntary act for the uses and purposes therein set forth.

(SEAL)

Leanna A. Manley
Notary Public
My commission expires: 4-28-07