



**ASSIGNMENT**

THIS ASSIGNMENT, by

(1) Dana Howard JONES

hereinafter referred to as the assignor(s), respectively, witnesseth:

WHEREAS, said assignor(s) has/have invented certain new and useful improvements for  
METHOD AND SYSTEM FOR PAYMENT OF INTELLECTUAL PROPERTY  
ROYALTIES BY INTERPOSED SPONSOR ON BEHALF OF CONSUMER OVER A  
TELECOMMUNICATIONS NETWORK.

set forth in an application for Letters Patent of the United States bearing U.S. Serial No. 09/867,181  
and filed on May 29, 2001, which in turn is based on U.S. Provisional Application No. 60/207,941,  
which was filed on May 27, 2000; and

WHEREAS, Ultramercial, Inc., a corporation duly organized under and pursuant to the laws of the  
State of Delaware and having its principal place of business at 32200 Valor Place, Rancho Palos  
Verdes, California 90275 US, (hereinafter referred to as the assignee) is desirous of acquiring the  
entire right, title and interest in and to said inventions and said application for Letters Patent of the  
United States, and in and to any Letters Patent or Patents to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of good and sufficient consideration, the receipt of  
which is hereby acknowledged, said assignor(s) has/have sold, assigned, transferred and set over,  
and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal  
representatives and assigns, the entire right, title and interest in and to the above-mentioned  
inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United  
States of America which may be granted therefor and thereon, and in and to any and all divisions,  
continuations and continuations-in-part of said application, or reissues or extensions of said Letters  
Patent or Patents, and all rights under the International Convention for the Protection of Industrial  
Property, the same to be held and enjoyed by said assignee, for its own use and the use of its  
successors, legal representatives and assigns, to the full end of the term or terms for which Letters  
Patent or Patents may be granted, as fully and entirely as the same would have been held and  
enjoyed by the assignor(s), had this sale and assignment not been made.

AND for the same consideration, said assignor(s) hereby covenant(s) and agree(s) to and  
with said assignee its successors, legal representatives and assigns, that, at the time of execution and  
delivery of these presents, said assignor(s) is are the sole and lawful owners of the entire right, title  
and interest in and to said inventions and the application for Letters Patent above-mentioned, and  
that the same are unencumbered and that said assignor(s) has/ have good and full right and lawful  
authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor(s) hereby covenant(s) and agree(s) to and  
with said assignee, its successors, legal representatives and assigns, that said assignor(s) will,  
whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns,  
shall advise that any proceeding in connection with said inventions, or said application for Letters  
Patent, or any proceeding in connection with Letters Patent for said inventions in any country,

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including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor(s) hereby request(s) the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

**The Undersigned hereby grant(s) the practitioners at Customer Number: 25224,**

all of Morrison & Foerster LLP, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office for recordation of this document.

9/21/04   
Date Dana Howard JONES