

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vento LLC	11/14/2003
RECEIVING PARTY DATA	
Name:	Edge Access Inc.
Street Address:	9800 Buccaneer Mall, Suite 210
City:	St. Thomas
State/Country:	VIRGIN ISLANDS
Postal Code:	00802-2409
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5526353
Patent Number:	5923655
CORRESPONDENCE DATA	
Fax Number:	(650)843-4001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6508434000
Email:	lvajretti@morganlewis.com
Correspondent Name:	Robert B. Beyers
Address Line 1:	2 Palo Alto Square, 3000 El Camino Real
Address Line 4:	Palo Alto, CALIFORNIA 94306
NAME OF SUBMITTER:	Robert B. Beyers
<p>Total Attachments: 6</p> <p>source=edge access asgn#page1.tif</p> <p>source=edge access asgn#page2.tif</p> <p>source=edge access asgn#page3.tif</p> <p>source=edge access asgn#page4.tif</p> <p>source=edge access asgn#page5.tif</p>	

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into and effective as of Nov 14, 2003 ("Effective Date") by and between **EDGE ACCESS, INC.**, a U.S. Virgin Islands corporation with principal offices at 9800 Buccaneer Mall, Suite 210, St. Thomas, USVI 00802-2409 ("Buyer") and **VENTO LLC**, a Colorado limited liability company with principal offices at 865 Tahoe Blvd., Suite 203, Incline Village, Nevada 89451 ("Seller") (each individually a "Party" and collectively "Parties").

RECITALS

WHEREAS, Seller is the exclusive owner of the patents and patent applications identified in Exhibit B attached hereto, as well as the inventions disclosed and claimed therein, and all other related foreign patents and applications (hereinafter, collectively, the "Patents") and is the exclusive owner of the equipment identified in Exhibit A attached hereto (hereinafter, collectively, the "Equipment");

WHEREAS, Seller desires to assign and transfer all right, title and interest in the Patents and the Equipment (hereinafter, the "Assets") to Buyer, and Buyer desires to purchase and receive the Assets from Seller; and

Redacted

NOW, THEREFORE, in consideration of the mutual undertakings expressed in this Agreement, and intending to be legally bound, Seller and Buyer (each individually a "Party" and collectively, the "Parties") hereby agree as follows:

AGREEMENT

1. ASSIGNMENT OF PATENTS

- (a) **Assignment of Patents.** Seller hereby sells, transfers, conveys, and assigns to Buyer the Seller's entire right, title, and interest in and to the Patents and all accrued causes of action for infringement thereof.
- (b) **Assistance.** In order to effectuate the rights transferred under Section 1(a), Seller shall take all actions and execute all documents reasonably necessary to perfect Buyer's title in the Patents, including, without limitation, simultaneously with this Agreement, executing the assignment documents for the Patents attached hereto as Exhibit C for recordation in the United States Patent and Trademark Office, and, from time to time after the Effective Date upon the request of Buyer, executing further conveyance instruments as may be necessary or desirable to evidence the transfer of ownership of all the Patents to Buyer, or the original ownership of all the Patents on the part of Seller, to the fullest extent possible. Seller further agrees to provide testimony, at Buyer's reasonable expense, in connection with any proceeding affecting the right, title, interest, or benefit of Buyer in and to the Patents and to perform any other acts deemed necessary to carry out the intent of this Agreement.

- (c) **Delivery.** In order to effectuate the rights granted under Section 1(a), Seller shall promptly deliver the original of each of the Patents to Buyer.
- (d) **Enforcement and Right to Sue.** Seller hereby acknowledges that from and after the Effective Date, Buyer will succeed to all of Seller's right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that Buyer, in its sole discretion, may deem necessary or proper to assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the Effective Date, defend and compromise any and all actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Buyer, in its sole discretion, deems advisable.

2. **TRANSFER OF OWNERSHIP OF EQUIPMENT**

- (a) **Transfer of Equipment.** Seller hereby irrevocably transfers and assigns to Buyer all of its right, title, interest in and ownership of the Equipment.
- (b) **Delivery.** In order to effectuate the transfer under Section 2(a), Seller shall promptly deliver to Buyer all the Equipment.

3. **PAYMENT**

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4. **REPRESENTATIONS AND WARRANTIES**

- (a) **Seller.** Seller represents and warrants that:
- (1) **Sole and Exclusive Ownership of Assets.** Seller is the sole and exclusive owner of the Assets and has the right to grant the transfers set forth in Sections 2 and 3 above;
- (2) **Recordation.** Seller is currently listed in the records of United States Patent and Trademark Office as the sole owners for the Patents;
- (3) **Liens and Encumbrances on Patents.** There are no outstanding licenses (or obligations to assign or license) or other encumbrances on the Patents to any third parties and upon consummation of this Agreement, Buyer shall have good and marketable title to the Patents, free and clear of any and all liens, encumbrances, pledges, security interests, licenses or charges of any nature whatsoever;
- (4) **Liens and Encumbrances on Equipment.** There are no outstanding liens, encumbrances, or any other security interest on the Equipment to any third parties and upon consummation of this Agreement, Buyer shall have good and marketable title to the Equipment, free and clear of any and all liens, encumbrances, pledges, security interests, licenses or charges of any nature whatsoever;

- (5) **Compliance with Laws.** Seller shall, in connection with the performance of its obligations under this Agreement, comply with all applicable laws, rules, regulations and determinations of government agencies;
- (6) **Prosecution Formalities and Prior Art.** With respect to any patent applications included in the Patents: (i) each application has been prosecuted in material compliance with all applicable rules, policies, and procedures of the relevant patent offices; and (ii) Seller knows of no prior art relevant to any such application which would cause it to reasonably believe that any material claim in the application would be unpatentable or any material claim in any issued patent based thereon would be invalid; and
- (b) **Mutual.** Each Party represents and warrants that:
- (1) **Good Standing.** Party is an entity duly organized, validly existing and in good standing under the law of the jurisdiction of its organization;
- (2) **Authorization.** The execution, delivery and performance of its obligations under this Agreement have been duly authorized by such Party;
- (3) **Authority and Ability.** Party has all requisite authority and ability to enter into and perform its obligations under this Agreement, including granting the assignments granted hereunder; and
- (4) **Third Party Obligations.** Party's performance of its obligations under this Agreement will not violate any material agreement with or material obligation to, or require the consent of any third party.
- (c) **Limitations.** OTHER THAN AS SPECIFICALLY SET FORTH IN THIS SECTION 4, SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE PATENTS UNDER THIS AGREEMENT. EACH PARTY HEREBY DISCLAIMS ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

5. **GENERAL**

- (a) **Amendments.** No amendment, waiver or variation of this Agreement shall be binding on the Parties unless set out in writing and signed by or on behalf of each of the Parties.
- (b) **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision unless, as a result, the rights of either party are materially diminished or the obligations and burdens of either party are materially increased so as to be unjust or inequitable.

- (c) **Entire Agreement.** This Agreement and its Exhibits constitute the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all previous agreements and understandings between the Parties. Except as authorized herein, this Agreement may not be modified except by a writing signed by both Parties.
- (d) **Notices and Consents.** Notices, consents, approvals and communications given under this Agreement will be (1) in the English language, (2) in writing, (3) sent by registered or certified mail, return receipt requested, postage prepaid, or by a courier service that obtains a signed receipt, to the address indicated below or to such other address as a party designates by prior notice, and (4) effective on the date received unless a later date is otherwise indicated in the notice, consent or communication.
- (e) **Governing Law and Jurisdiction.** The Agreement is governed by and construed in accordance with the laws of the State of California, without reference to its conflict of laws or choice of law provisions. Each Party submits to the jurisdiction and venue of state and/or Federal courts located in the State of California for all purposes relating to this Agreement.
- (f) **Counterparts.** The Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.
- (g) **Headings.** The headings of this Agreement shall not affect its interpretation.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives.

EDGE ACCESS, INC.

By: [Signature]
Name: Robert A. Veschi
Title: President & CEO
Date: 11-14-2003

Address for Notices:

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

Attn: Robert A. Veschi
Business Telephone: (340) 779-6010
Facsimile for Notices: (340) 779-6020

VENTO LLC

By: [Signature]
Name: Richard G. Vento
Title: Manager, VENTO LLC
Date: 11/15/03

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

Attn: Richard G. Vento
Business Telephone: (775) 832-1930
Facsimile for Notices: (775) 832-6767

EXHIBIT A

EQUIPMENT

DESCRIPTION	QUANTITY	APPROXIMATE VALUE
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EXHIBIT B

1. ISSUED PATENTS

- a. U.S. Patent No. 5,526,353: System and Method for Communication of Audio Data Over a Packet-Based Network
- b. U.S. Patent No. 5,923,655: Interactive Video Communication Over a Packet Data Network

2. PATENT APPLICATIONS

- a. United States Patent Applications
 - i. U.S. Application No. 09/574,820: Private Dialing Plan For Voice On A Packet-Based Network
 - ii. U.S. Application No. 09/777,350: System For Internet Telephony Devices To Announce Incoming Calls
 - iii. U.S. Application No. 09/823,350: Method and System for Routing Calls From A Standard Telephone Device To A Voice Over Internet Protocol Net
- b. Foreign Patent Applications
 - i. PCT/US98/12033: Interactive Video Communications Over a Packet Data Network
 - ii. CN 98805827.8: Interactive Video Communication Over a Packet Data Network
 - iii. JP 503158/1999: Interactive Video Communication Over a Packet Data Network
 - iv. EP 09 926 518.8: Interactive Video Communication Over a Packet Data Network