

06-03-2004



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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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):

Derek Hung Kit Tam
Thilo Rusche
Connor C. Kyle
Robert C. Lovell, Jr.

5-25-04

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

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

Name: INPHOMATCH
Address: 4511 Singer Court
Suite 300

17510 U.S. PTO
10/852101

City: Chantilly State/Prov.: VA
Country: USA ZIP: 20151

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: May 24, 2004

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

If this document is being filed together with a new application, the execution date of the application is: May 24, 2004

Patent Application No.	Filing date	B. Patent No.(s)
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Additional numbers Yes No

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

Name: Lawrence D. Eisen
Registration No. 41,009
Address: Shaw Pittman LLP
1650 Tysons Boulevard

City: McLean State/Prov.: VA
Country: USA ZIP: 22102

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

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

8. Deposit account number:

50-1390

(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.

Lawrence D. Eisen

Lawrence D. Eisen

May 25, 2004

Name of Person Signing

Signature

8

Date

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

PATENT
REEL: 015393 FRAME: 0511

06/02/2004 EDUPER 00000221 10/852101 40.00-00

ASSIGNMENT

WHEREAS, DEREK HUNG KIT TAM, residing at 1912 Crescent Park Drive,
Reston Virginia 20190;

THILO RUSCHE, residing at 1301 N. Courthouse Road, #1208, Arlington,
Virginia 22201;

CONNOR C. KYLE, residing at 42535 Magellan Square, Ashburn, Virginia
20148; and

ROBERT C. LOVELL, JR., residing at 443 Foxridge Drive SW, Leesburg, Virginia
20175;

(hereinafter "Assignors") have invented certain new and useful improvements in

INTERMEDIARY CONTENT GATEWAY SYSTEM AND METHOD

for a full description of which, reference is here made to an application for Letters
Patent of the United States of America

Executed concurrently herewith

Executed on

Serial. No. , filed

in the U.S. Patent and Trademark Office and to U.S. provisional patent application(s)

Serial. No. **60/552,448**, filed **March 12, 2004**

in the U.S. Patent and Trademark Office; and

WHEREAS, INPHOMATCH a corporation of the State of Delaware, having its
principal office and place of business at 4511 Singer Court, Suite 300, Chantilly, Virginia
20151 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest

in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable and legally sufficient consideration, the receipt of which by each Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the

International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No.: _____

Filed: _____

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignors hereby authorize and request the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 24 day of May, 2004.

SIGNATURE: [Signature]
NAME: DEREK HUNG KIT TAM

STATE OF Virginia
COUNTY OF Fairfax

I, William J Peters, a Notary Public in and for the County and State aforesaid, do hereby certify that DEREK HUNG KIT TAM, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the use and purposes therein set forth.

24th IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of May, 2004.

(SEAL)

[Signature]
Notary Public

Embossed Hereon is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires September 30, 2007
WILLIAM J. PETERS

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 24th day of May, 2004.

SIGNATURE: *Thilo Rusche*
NAME: THILO RUSCHE

STATE OF Virginia
COUNTY OF Fairfax

I, William J Peters, a Notary Public in and for the County and State aforesaid, do hereby certify that THILO RUSCHE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 24th day of May, 2004.

(SEAL)

William J Peters
Notary Public

Embossed Hereon is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires September 30, 2007
WILLIAM J. PETERS

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 24 day of May, 2004.

SIGNATURE: Connor C. Kyle
NAME: CONNOR C. KYLE

STATE OF Virginia
COUNTY OF Fairfax

I, William J Peters, a Notary Public in and for the County and State aforesaid, do hereby certify that CONNOR C. KYLE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the use and purposes therein set forth.

24th IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of May, 2004.

(SEAL)

William J Peters
Notary Public

Embossed Hereon is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires September 30, 2007
WILLIAM J. PETERS

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 24th day of May, 2004.

SIGNATURE: [Signature]
NAME: ROBERT C. LOVELL, JR.

STATE OF Virginia
COUNTY OF Fairfax

I, William J Peters, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT C. LOVELL, JR., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the use and purposes therein set forth.

24th IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of May, 2004.

(SEAL)

William J Peters
Notary Public

Document #: 1284573 v.1

Embossed Hereon is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires September 30, 2007
WILLIAM J. PETERS