

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT					
NATURE OF CONVEYANCE:	SECURITY AGREEMENT					
CONVEYING PARTY DATA						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> <tr> <td>Prodigi Inc.</td> <td>09/24/2004</td> </tr> </table>		Name	Execution Date	Prodigi Inc.	09/24/2004	
Name	Execution Date					
Prodigi Inc.	09/24/2004					
RECEIVING PARTY DATA						
Name:	Melissa A. Craig					
Street Address:	50 Broad Street					
Internal Address:	Suite 1020 c/o Prodigi Inc.					
City:	New York					
State/Country:	NEW YORK					
Postal Code:	10004					
PROPERTY NUMBERS Total: 1						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> <tr> <td>Application Number:</td> <td>10923976</td> </tr> </table>			Property Type	Number	Application Number:	10923976
Property Type	Number					
Application Number:	10923976					
CORRESPONDENCE DATA						
Fax Number:	(212)697-1559					
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>						
Phone:	2126966000					
Email:	patent@cm-p.com					
Correspondent Name:	Michael J. Brown/ Curtis, Mallet-Prevost					
Address Line 1:	101 Park Avenue					
Address Line 2:	34th Floor					
Address Line 4:	New York, NEW YORK 101780061					
NAME OF SUBMITTER:	Michael J. Brown					
Total Attachments: 1 source=Craig-Prodigi Lien#page1.tif						

CH 10923976 \$40.00

**LINE OF CREDIT**

Melissa A. Craig (Craig) proposes to establish a line of credit for Prodigy Inc. (Prodigi) which will include the loans and advances made to Prodigy and will supercede the terms of the loan agreement between Prodigy and Craig dated May 18, 2004.

**TOTAL LINE OF CREDIT:** Maximum \$675,000; amount disbursed to date: \$498,691.99.

**ADVANCES TO AUGUST 31, 2004:** The total of all loans, advances, and accrued interest at eight per cent (8%) calculated through August 31, 2004 will become a term loan due and payable August 31, 2005.

**ADVANCES AFTER AUGUST 31, 2004:** All advances plus accrued interest at 8% per annum calculated to the end of the month, will become a term loan dated the last day of the month and due in 12 months.


**INTEREST RATE:** All loans will accrue interest at 8% per annum compounded monthly beginning on May 18, 2004.

**ADDITIONAL COMPENSATION:** Craig will receive warrants to purchase 1% of Prodigy's outstanding stock for each \$100,000 of term loan principal (prorated) beginning with the May 18, 2004 term loan. The share price will be \$.05 and warrants will be exercisable for 3 years.

**COLLATERAL:** Craig will be given a lien on 100% of Prodigy's assets.

**PAYMENTS:** Each term loan will be due in 12 months but must be paid within 10 days of Prodigy receiving funding of \$2,000,000 or more.

**AGREED:**  
Prodigy Inc.

  
by GREG GRESH  
its president

**DATED:**  
9-24-04

Melissa A. Craig



**DATED:**  
9.20.04