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U.S. DEPARTMENT OF COMMERCE  
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Thruport Technologies, Inc.

Execution Date(s) October 27, 2004

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: Energy Wireless Communications, LLC

Internal Address: \_\_\_\_\_

Suite 5

Street Address: 2215-B Renaissance Drive

City: Las Vegas

State: Nevada

Country: U.S.A. Zip: 89119

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

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,727,156

Additional numbers attached?  Yes  No

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

Name: Patrick R. Jewik

Internal Address: \_\_\_\_\_

TOWNSEND AND TOWNSEND AND CREW LLP

Street Address: Two Embarcadero Center,  
Eighth Floor

City: San Francisco

State: California Zip: 94111-3834

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Fax Number: (415) 576-0300

Email Address: prjewik@townsend.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 20-1430

Authorized User Name Townsend and

Townsend and Crew LLP

**9. Signature:**



Signature

Date

Patrick R. Jewik

Name of Person Signing Atty. Reg. No. 40,456

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to:  
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CH \$40.00 201430 5727156

Exhibit B

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**ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Thruport Technologies, Inc, a Virginia Corporation, having offices at 5440 Cherokee Avenue, Alexandria, VA 22312, ("*Assignor*"), does hereby sell, assign, transfer and convey unto Energy Wireless Communications, LLC a Nevada limited liability company, having an office at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119 ("*Assignee*") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "*Patent Rights*"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
5,727,156	United States	April 10, 1996	Title: Internet-based automatic publishing system  Inventors: Herr-Hoyman; Dirk (Madison, WI); Hubert; Louis (Kalamzoo, MI)

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

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*Exhibit B*

Assignor will, at the reasonable request and cost of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at CHEVY CHASE BANK  
on 27 OCTOBER 2004

ASSIGNOR

By: David Moser  
Name: DAVID MOSER  
Title: PRESIDENT & COO

(Signature MUST be notarized)

subscribed and sworn to before me, in my presence,  
this 27 day of Oct., 2004, a Notary Public  
in and for the COUNTY of FAIRFAX  
[Signature]  
Notary Public  
My commission expires 10/31 on 05.

ERIC FORTUNATO  
Notary Public, State of Virginia  
My Commission Expires Oct. 31, 2005

**CONFIDENTIAL**