

07-08-2004

Attorney Docket No: 075182.0101

7-2-04



HEET

To the Honorable Commissioner for

102785406

document(s) or copy(ies) thereof.

## 1. Name of Conveying Party(ies):

**TERRY ANDRICOPOULOS, L.A. SPECK, SANDI S. WARNER, WILLIAM D. WARNER, JAY AND SIDNEY ARTHUR, CONNIE BILGER, DAVID P. MURPHREE AND LINDA MURPHREE, SUZANNE BENNETT AND CARROL M. BENNETT, JR.**

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

## 2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: **REALSOURCE COMMUNICATIONS, INC.**Address: **1404 Savannah Circle  
Altus, OK 73521**Country: **USA**

Additional name(s) and address(es) attached? ☐ Yes ☒ No

3. Application number(s) or patent number(s): 5,732,136

If this document is being filed together with a new application, the execution date(s) of the application is:

A. Patent Application No(s):B. Patent No(s):

Others on additional sheet(s) attached? ☐ Yes ☒ No

## 4. Nature of Conveyance:

☒ **Assignment**☐ **Merger**☐ **Change of Name**☐ **Verified Translation**☐ **Security Agreement**☐ **Other:**

Execution Date: **TERRY ANDRICOPOULOS (05/14/04)**  
**SUZANNE S. BENNETT (05/18/04)**  
**CARROL M. BENNETT, JR. (05/23/04)**  
**L. A. SPECK (05/26/04)**  
**SANDI S. WARNER (06/01/04)**  
**WILLIAM D. WARNER (06/01/04)**

**JAY & SIDNEY ARTHUR (06/01/04)**  
**CONNIE BILGER (06/30/04)**  
**DAVID P. MURPHREE AND LINDA MURPHREE (07/01/04)**

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

6.

**HOWARD L. SPEIGHT**  
**BAKER BOTTS, L.L.P.**  
**ONE SHELL PLAZA**  
**910 LOUISIANA**  
**HOUSTON, TEXAS 77002**  
**713.229.2057 (TELEPHONE)**

## 7. Total number of applications and patents involved:

Application(s): 1  
 + Patent(s): 1  
 = Total: 1

8. Total Fee (37 C.F.R. § 3.41) . . . . . \$ **40.00**9. Authorized to be charged to Deposit Account **YES**10. Deposit Account No.: 02-0383

(Duplicate copy of this sheet attached)

☒ **Charge any underpayment or credit any overpayment to above Deposit Account**

DO NOT USE THIS SPACE

## 11. 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.

**HOWARD L. SPEIGHT (Reg. No. 37,733)**

Name of Person Signing

Signature

Date

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

**37 Pages**

07/07/2004 NGETACHE 00000071 5732136

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EXPRESS MAIL LABEL: EV339227984US

PATENT

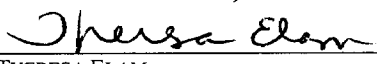
REEL: 015530 FRAME: 0133

**PATENT**  
**ATTORNEY DOCKET NUMBER: 075182.0101**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: <b>Murphree, et al.</b>	§	Group Art Unit: <b>2202</b>
	§	
Patent No.: <b>5,732,136</b>	§	
	§	Examiner: <b>Bernarr E. Gregory</b>
Filed: <b>April 9, 1997</b>	§	
	§	
Title: <b>Merchant Specific Debit Card Verification System</b>	§	Attorney Docket No: <b>075182.0101</b>
	§	

Mail Stop Assignment Recordation Services  
Honorable Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

CERTIFICATE OF MAILING VIA EXPRESS MAIL 37 C.F.R. §1.10	
PURSUANT TO 37 C.F.R. 1.10, I HEREBY CERTIFY THAT I HAVE A REASONABLE BASIS FOR BELIEF THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS EXPRESS MAIL POST OFFICE TO ADDRESSEE ON THE DATE INDICATED BELOW AND IS ADDRESSED TO:	
MAIL STOP ASSIGNMENT RECORDATION SERVICES HONORABLE COMMISSIONER FOR PATENTS P.O. BOX 1450 ALEXANDRIA, VA 22313-1450	
	
THERESA ELAM	
DATE OF MAILING:	JULY 2, 2004
EXPRESS MAIL LABEL:	EV339227984US

**TRANSMITTAL LETTER**

Sir:

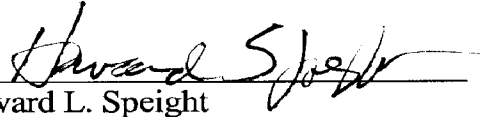
Applicant hereby submits the following documents to be filed with the United States Patent and Trademark Office:

1. Assignment Recordation (with duplicate copy for fee processing);
2. Check Number 892876 in the amount of \$40.00; and
2. Postcard.

Please date stamp and return the enclosed postcard evidencing receipt of these materials.

The Commissioner is authorized to debit Deposit Account No. 02-0383 for any underpayment of fees which may be due in association with this filing under 37 C.F.R. §§ 1.16-1.18.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Howard L. Speight", is written over a horizontal line.

Howard L. Speight

Reg. No. 37,733

Baker Botts L.L.P.

910 Louisiana

Houston, Texas 77002

Telephone: (713) 229-2057

Facsimile: (713) 229-2757

ATTORNEY FOR APPLICANT

Date: July 2, 2004

## QUITCLAIM ASSIGNMENT

THIS QUITCLAIM ASSIGNMENT (the "Assignment"), made as of the 14<sup>th</sup> day of MAY, 2004, by TERRY ANDRICOPoulos, a natural person residing in NEW YORK (hereinafter "Assignor");

WITNESSETH:

WHEREAS, Assignor may, or may not have, or claim an ownership interest in the Assigned Intellectual Property;

WHEREAS, Assignor desires to assign to RealSource, Inc. ("RealSource") all of Assignor's right, title, and interest, in and to, any benefit or interest that Assignor claims, owns, possesses, or controls in the Assigned Intellectual Property, if any, and RealSource desires to accept such assignment;

WHEREAS, the parties expressly agree that the value of the Assigned Intellectual Property cannot be precisely determined at this time;

AND WHEREAS, the parties expressly contemplate the possibility that the Assigned Intellectual Property ultimately may have little value, as well as the possibility that the Assigned Intellectual Property ultimately may have substantial value;

NOW THEREFORE, for \$250.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

### SECTION 1—DEFINITIONS

**1.1. Assigned Intellectual Property.** The term "Assigned Intellectual Property" means United States Patent No. 5,732,136 (the "'136 Patent"), as well as any foreign or domestic patent(s) or patent application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reissue, reexamination, or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent.

### SECTION 2—TRANSFER AND ASSIGNMENT

**2.1. Conveyance of Rights.** Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to RealSource all of Assignor's right, title, and interest in, and to, the Assigned Intellectual Property, if any, in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to, the right to exclude others from making, using, selling, offering to sell, or importing the subject matter claimed by the Assigned Intellectual Property; the right to file an infringement suit to enforce the Assigned Intellectual Property against third parties for past, present, or future activities; the right to receive an award of damages for past, present or future infringement of the Assigned Intellectual Property; the right to settle an infringement suit concerning the Assigned Intellectual Property, and to any payment or other benefits resulting from such settlement; the right to license the Assigned Intellectual

Property to third parties, including the right to grant licenses for past, present, or future activities, and the right to receive royalties pursuant to such licensing; and any other right, title, interest and benefit owned or claimed by Assignor in, and to, the Assigned Intellectual Property.

**2.2. Further Assurances.** Assignor shall execute and deliver, from time to time after the date hereof upon the request of RealSource, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Intellectual Property to RealSource, or the original ownership of the Assigned Intellectual Property on the part of RealSource, to the fullest extent possible. Assignor therefore agrees to:

**2.2.1.** execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Intellectual Property;

**2.2.2.** provide testimony in connection with any proceeding involving the Assigned Intellectual Property; and

**2.2.3.** perform any other acts deemed necessary by RealSource to carry out the intent of this Assignment, including, but not limited to, cooperating with RealSource in any proceeding involving the Assigned Intellectual Property.

**2.3. Acknowledgment of Rights.** In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, RealSource has succeeded to all of Assignor's right, title, and standing, if any, to:

**2.3.1.** receive all rights and benefits past, present, or future, pertaining to the Assigned Intellectual Property;

**2.3.2.** institute and prosecute all suits and proceedings and take all actions that RealSource, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind, past, present, or future, in and to the Assigned Intellectual Property; and

**2.3.3.** defend and compromise any and all such 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 RealSource, in its sole discretion, deems advisable.

### **SECTION 3—REPRESENTATIONS AND WARRANTIES**

**3.1.** Assignor represents and warrants that, to the best of Assignor's knowledge, no consents of any other parties are necessary or appropriate concerning the Assigned Intellectual Property in order for the transfer and assignment of any right, title, interest and benefit owned or claimed by Assignor in the Assigned Intellectual Property under this Assignment to be legally effective.

**3.2.** Assignor represents and warrants that, to the best of Assignor's knowledge, Assignor is not named as an inventor on any foreign or domestic patent(s) or patent

application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reexamination, reissue or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent; apart from those in which Assignor's interest in such foreign or domestic patent(s) or patent application(s) has been transferred to RealSource pursuant to Section 2 of this Assignment. Assignor further represents and warrants that Assignor has not previously assigned or transferred, to any other party, any interest or right Assignor may have had in any such foreign or domestic patent or patent application. Should Assignor later discover the existence of such related foreign or domestic patent or patent application, Assignor agrees to bring such related patent or patent application to the attention of RealSource immediately.

3.3. Assignor represents that, to the best of Assignor's knowledge, the Assigned Intellectual Property is valid, and agrees not to aid or abet any other party in challenging the validity of the Assigned Intellectual Property.

#### SECTION 4—MISCELLANEOUS

4.1. This Assignment shall inure to the benefit of, and be binding upon, Assignor together with Assignor's legal representatives, successors, and assigns.

4.2. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas without reference to the choice of law principles thereof.

4.3. This Assignment constitutes and embodies the entire transaction between the parties with respect to the subject matter of this Assignment. All prior and contemporaneous discussions, representations, assurances, understandings and agreements concerning the matters set forth herein, express or implied, written or oral, are superseded by this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal the day and year first above written.

Assignor:

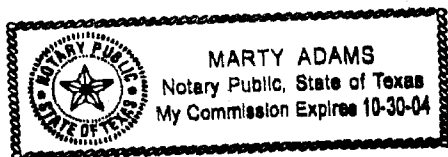
By: Sotinos Andriopoulos      Witness: Leslie G. Williams  
Print Name: Sotinos Andriopoulos      Leslie G. Williams

STATE OF )

COUNTY OF )

BEFORE ME, the undersigned authority, on this 14<sup>th</sup> day of May, 2004, personally appeared Scirias Andriopoulos [Assignor], known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same of his or her own free will for the purposes and consideration therein expressed.

[SEAL]



Marty Adams  
Notary or Consular Officer

**QUITCLAIM ASSIGNMENT**

THIS QUITCLAIM ASSIGNMENT (the "Assignment"), made as of the 18<sup>th</sup> day of May, 2004, by Suzanne Bando a natural person residing in Dallas, Texas (hereinafter "Assignor");

**WITNESSETH:**

WHEREAS, Assignor may, or may not have, or claim an ownership interest in the Assigned Intellectual Property;

WHEREAS, Assignor desires to assign to RealSource, Inc. ("RealSource") all of Assignor's right, title, and interest, in and to, any benefit or interest that Assignor claims, owns, possesses, or controls in the Assigned Intellectual Property, if any, and RealSource desires to accept such assignment;

WHEREAS, the parties expressly agree that the value of the Assigned Intellectual Property cannot be precisely determined at this time;

AND WHEREAS, the parties expressly contemplate the possibility that the Assigned Intellectual Property ultimately may have little value, as well as the possibility that the Assigned Intellectual Property ultimately may have substantial value;

NOW THEREFORE, for \$250.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

**SECTION 1—DEFINITIONS**

**1.1. Assigned Intellectual Property.** The term "Assigned Intellectual Property" means United States Patent No. 5,732,136 (the "'136 Patent"), as well as any foreign or domestic patent(s) or patent application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reissue, reexamination, or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent.

**SECTION 2—TRANSFER AND ASSIGNMENT**

**2.1. Conveyance of Rights.** Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to RealSource all of Assignor's right, title, and interest in, and to, the Assigned Intellectual Property, if any, in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to, the right to exclude others from making, using, selling, offering to sell, or importing the subject matter claimed by the Assigned Intellectual Property; the right to file an infringement suit to enforce the Assigned Intellectual Property against third parties for past, present, or future activities; the right to receive an award of damages for past, present or future infringement of the Assigned Intellectual Property; the right to settle an infringement suit concerning the Assigned Intellectual Property, and to any payment or other benefits resulting from such settlement; the right to license the Assigned Intellectual



Property to third parties, including the right to grant licenses for past, present, or future activities, and the right to receive royalties pursuant to such licensing; and any other right, title, interest and benefit owned or claimed by Assignor in, and to, the Assigned Intellectual Property.

**2.2. Further Assurances.** Assignor shall execute and deliver, from time to time after the date hereof upon the request of RealSource, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Intellectual Property to RealSource, or the original ownership of the Assigned Intellectual Property on the part of RealSource, to the fullest extent possible. Assignor therefore agrees to:

2.2.1. execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Intellectual Property;

2.2.2. provide testimony in connection with any proceeding involving the Assigned Intellectual Property; and

2.2.3. perform any other acts deemed necessary by RealSource to carry out the intent of this Assignment, including, but not limited to, cooperating with RealSource in any proceeding involving the Assigned Intellectual Property.

**2.3. Acknowledgment of Rights.** In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, RealSource has succeeded to all of Assignor's right, title, and standing, if any, to:

2.3.1. receive all rights and benefits past, present, or future, pertaining to the Assigned Intellectual Property;

2.3.2. institute and prosecute all suits and proceedings and take all actions that RealSource, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind, past, present, or future, in and to the Assigned Intellectual Property; and

2.3.3. defend and compromise any and all such 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 RealSource, in its sole discretion, deems advisable.

### SECTION 3—REPRESENTATIONS AND WARRANTIES

**3.1.** Assignor represents and warrants that, to the best of Assignor's knowledge, no consents of any other parties are necessary or appropriate concerning the Assigned Intellectual Property in order for the transfer and assignment of any right, title, interest and benefit owned or claimed by Assignor in the Assigned Intellectual Property under this Assignment to be legally effective.

**3.2.** Assignor represents and warrants that, to the best of Assignor's knowledge, Assignor is not named as an inventor on any foreign or domestic patent(s) or patent

application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reexamination, reissue or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent; apart from those in which Assignor's interest in such foreign or domestic patent(s) or patent application(s) has been transferred to RealSource pursuant to Section 2 of this Assignment. Assignor further represents and warrants that Assignor has not previously assigned or transferred, to any other party, any interest or right Assignor may have had in any such foreign or domestic patent or patent application. Should Assignor later discover the existence of such related foreign or domestic patent or patent application, Assignor agrees to bring such related patent or patent application to the attention of RealSource immediately.

3.3. Assignor represents that, to the best of Assignor's knowledge, the Assigned Intellectual Property is valid, and agrees not to aid or abet any other party in challenging the validity of the Assigned Intellectual Property.

#### SECTION 4—MISCELLANEOUS

4.1. This Assignment shall inure to the benefit of, and be binding upon, Assignor together with Assignor's legal representatives, successors, and assigns.

4.2. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas without reference to the choice of law principles thereof.

4.3. This Assignment constitutes and embodies the entire transaction between the parties with respect to the subject matter of this Assignment. All prior and contemporaneous discussions, representations, assurances, understandings and agreements concerning the matters set forth herein, express or implied, written or oral, are superseded by this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal the day and year first above written.

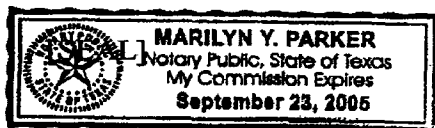
Assignor:

By: Suzanne S. Bennett

Print Name: SUZANNE S. BENNETT

STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, the undersigned authority, on this 18<sup>th</sup> day of May, 2004, personally appeared Juguan Bennett [Assignor], known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same of his or her own free will for the purposes and consideration therein expressed.



Marilyn Y. Parker  
Notary or Consular Officer

## QUITCLAIM ASSIGNMENT

THIS QUITCLAIM ASSIGNMENT (the "Assignment"), made as of the 23<sup>rd</sup> day of May, 2004, by Carrol M. Bennett, Jr., a natural person residing in Dallas, Texas (hereinafter "Assignor");

### WITNESSETH:

WHEREAS, Assignor may, or may not have, or claim an ownership interest in the Assigned Intellectual Property;

WHEREAS, Assignor desire to assign to RealSource, Inc. ("RealSource") all of Assignor' right, title, and interest, in and to, any benefit or interest that Assignor claims, owns, possesses, or controls in the Assigned Intellectual Property, if any, and RealSource desires to accept such assignment;

WHEREAS, the parties expressly agree that the value of the Assigned Intellectual Property cannot be precisely determined at this time;

AND WHEREAS, the parties expressly contemplate the possibility that the Assigned Intellectual Property ultimately may have little value, as well as the possibility that the Assigned Intellectual Property ultimately may have substantial value;

NOW THEREFORE, for \$250.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

### SECTION 1—DEFINITIONS

**1.1. Assigned Intellectual Property.** The term "Assigned Intellectual Property" means United States Patent No. 5,732,136 (the "'136 Patent'"), as well as any foreign or domestic patent(s) or patent application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reissue, reexamination, or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent.

### SECTION 2—TRANSFER AND ASSIGNMENT

**2.1. Conveyance of Rights.** Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to RealSource all of Assignor' right, title, and interest in, and to, the Assigned Intellectual Property, if any, in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to, the right to exclude others from making, using, selling, offering to sell, or importing the subject matter claimed by the Assigned Intellectual Property; the right to file an infringement suit to enforce the Assigned Intellectual Property against third parties for past, present, or future activities; the right to receive an award of damages for past, present or future infringement of the Assigned Intellectual Property; the right to settle an infringement suit concerning the Assigned Intellectual Property, and to any payment or other benefits resulting from such settlement; the right to license the Assigned Intellectual

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Property to third parties, including the right to grant licenses for past, present, or future activities, and the right to receive royalties pursuant to such licensing; and any other right, title, interest and benefit owned or claimed by Assignor in, and to, the Assigned Intellectual Property.

**2.2. Further Assurances.** Assignor shall execute and deliver, from time to time after the date hereof upon the request of RealSource, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Intellectual Property to RealSource, or the original ownership of the Assigned Intellectual Property on the part of RealSource, to the fullest extent possible. Assignor therefore agrees to:

**2.2.1.** execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Intellectual Property;

**2.2.2.** provide testimony in connection with any proceeding involving the Assigned Intellectual Property; and

**2.2.3.** perform any other acts deemed necessary by RealSource to carry out the intent of this Assignment, including, but not limited to, cooperating with RealSource in any proceeding involving the Assigned Intellectual Property.

**2.3. Acknowledgment of Rights.** In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, RealSource has succeeded to all of Assignor's right, title, and standing, if any, to:

**2.3.1.** receive all rights and benefits past, present, or future, pertaining to the Assigned Intellectual Property;

**2.3.2.** institute and prosecute all suits and proceedings and take all actions that RealSource, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind, past, present, or future, in and to the Assigned Intellectual Property; and

**2.3.3.** defend and compromise any and all such 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 RealSource, in its sole discretion, deems advisable.

### **SECTION 3—REPRESENTATIONS AND WARRANTIES**

**3.1.** Assignor represents and warrants that, to the best of Assignor's knowledge, no consents of any other parties are necessary or appropriate concerning the Assigned Intellectual Property in order for the transfer and assignment of any right, title, interest and benefit owned or claimed by Assignor in the Assigned Intellectual Property under this Assignment to be legally effective.

**3.2.** Assignor represents and warrants that, to the best of Assignor's knowledge, Assignor is not named as an inventor on any foreign or domestic patent(s) or patent

application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reexamination, reissue or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent; apart from those in which Assignor's interest in such foreign or domestic patent(s) or patent application(s) has been transferred to RealSource pursuant to Section 2 of this Assignment. Assignor further represents and warrants that Assignor has not previously assigned or transferred, to any other party, any interest or right Assignor may have had in any such foreign or domestic patent or patent application. Should Assignor later discover the existence of such related foreign or domestic patent or patent application, Assignor agrees to bring such related patent or patent application to the attention of RealSource immediately.

3.3. Assignor represents that, to the best of Assignor's knowledge, the Assigned Intellectual Property is valid, and agrees not to aid or abet any other party in challenging the validity of the Assigned Intellectual Property.

#### SECTION 4—MISCELLANEOUS

4.1. This Assignment shall inure to the benefit of, and be binding upon, Assignor together with Assignor's legal representatives, successors, and assigns.

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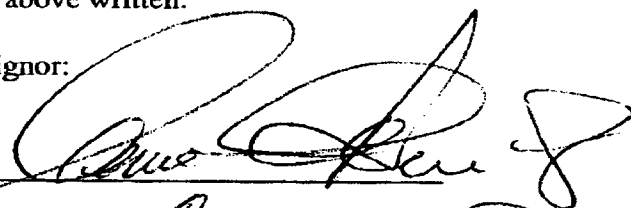
4.3. This Assignment constitutes and embodies the entire transaction between the parties with respect to the subject matter of this Assignment. All prior and contemporaneous discussions, representations, assurances, understandings and agreements concerning the matters set forth herein, express or implied, written or oral, are superseded by this Assignment.

IN WITNESS WHEREOF, Assignor have executed this Assignment under seal the day and year first above written.

Assignor:

By:

Print Name:

  
Carlos H. Bennett, Jr.

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this 2<sup>nd</sup> day of July, 2004, personally appeared Carrol M. Bennett, Jr. [Assignor], known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his or her own free will for the purposes and consideration therein expressed.

[SEAL]



Clare Hegman  
Notary or Consular Officer

## QUITCLAIM ASSIGNMENT

THIS QUITCLAIM ASSIGNMENT (the "Assignment"), made as of the 26<sup>th</sup> day of May, 2004, by LA. SPECK, a natural person residing in Altus, Ok (hereinafter "Assignor");

WITNESSETH:

WHEREAS, Assignor may, or may not have, or claim an ownership interest in the Assigned Intellectual Property;

WHEREAS, Assignor desires to assign to RealSource, Inc. ("RealSource") all of Assignor's right, title, and interest, in and to, any benefit or interest that Assignor claims, owns, possesses, or controls in the Assigned Intellectual Property, if any, and RealSource desires to accept such assignment;

WHEREAS, the parties expressly agree that the value of the Assigned Intellectual Property cannot be precisely determined at this time;

AND WHEREAS, the parties expressly contemplate the possibility that the Assigned Intellectual Property ultimately may have little value, as well as the possibility that the Assigned Intellectual Property ultimately may have substantial value;

NOW THEREFORE, for \$250.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

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**1.1. Assigned Intellectual Property.** The term "Assigned Intellectual Property" means United States Patent No. 5,732,136 (the "'136 Patent"), as well as any foreign or domestic patent(s) or patent application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reissue, reexamination, or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent.

### SECTION 2—TRANSFER AND ASSIGNMENT

**2.1. Conveyance of Rights.** Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to RealSource all of Assignor's right, title, and interest in, and to, the Assigned Intellectual Property, if any, in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to, the right to exclude others from making, using, selling, offering to sell, or importing the subject matter claimed by the Assigned Intellectual Property; the right to file an infringement suit to enforce the Assigned Intellectual Property against third parties for past, present, or future activities; the right to receive an award of damages for past, present or future infringement of the Assigned Intellectual Property; the right to settle an infringement suit concerning the Assigned Intellectual Property, and to any payment or other benefits resulting from such settlement; the right to license the Assigned Intellectual



Property to third parties, including the right to grant licenses for past, present, or future activities, and the right to receive royalties pursuant to such licensing; and any other right, title, interest and benefit owned or claimed by Assignor in, and to, the Assigned Intellectual Property.

**2.2. Further Assurances.** Assignor shall execute and deliver, from time to time after the date hereof upon the request of RealSource, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Intellectual Property to RealSource, or the original ownership of the Assigned Intellectual Property on the part of RealSource, to the fullest extent possible. Assignor therefore agrees to:

**2.2.1.** execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Intellectual Property;

**2.2.2.** provide testimony in connection with any proceeding involving the Assigned Intellectual Property; and

**2.2.3.** perform any other acts deemed necessary by RealSource to carry out the intent of this Assignment, including, but not limited to, cooperating with RealSource in any proceeding involving the Assigned Intellectual Property.

**2.3. Acknowledgment of Rights.** In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, RealSource has succeeded to all of Assignor's right, title, and standing, if any, to:

**2.3.1.** receive all rights and benefits past, present, or future, pertaining to the Assigned Intellectual Property;

**2.3.2.** institute and prosecute all suits and proceedings and take all actions that RealSource, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind, past, present, or future, in and to the Assigned Intellectual Property; and

**2.3.3.** defend and compromise any and all such 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 RealSource, in its sole discretion, deems advisable.

### **SECTION 3—REPRESENTATIONS AND WARRANTIES**

**3.1.** Assignor represents and warrants that, to the best of Assignor's knowledge, no consents of any other parties are necessary or appropriate concerning the Assigned Intellectual Property in order for the transfer and assignment of any right, title, interest and benefit owned or claimed by Assignor in the Assigned Intellectual Property under this Assignment to be legally effective.

**3.2.** Assignor represents and warrants that, to the best of Assignor's knowledge, Assignor is not named as an inventor on any foreign or domestic patent(s) or patent

application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reexamination, reissue or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent; apart from those in which Assignor's interest in such foreign or domestic patent(s) or patent application(s) has been transferred to RealSource pursuant to Section 2 of this Assignment. Assignor further represents and warrants that Assignor has not previously assigned or transferred, to any other party, any interest or right Assignor may have had in any such foreign or domestic patent or patent application. Should Assignor later discover the existence of such related foreign or domestic patent or patent application, Assignor agrees to bring such related patent or patent application to the attention of RealSource immediately.

3.3. Assignor represents that, to the best of Assignor's knowledge, the Assigned Intellectual Property is valid, and agrees not to aid or abet any other party in challenging the validity of the Assigned Intellectual Property.

#### SECTION 4—MISCELLANEOUS

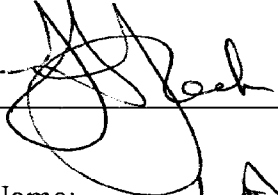
4.1. This Assignment shall inure to the benefit of, and be binding upon, Assignor together with Assignor's legal representatives, successors, and assigns.

4.2. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas without reference to the choice of law principles thereof.

4.3. This Assignment constitutes and embodies the entire transaction between the parties with respect to the subject matter of this Assignment. All prior and contemporaneous discussions, representations, assurances, understandings and agreements concerning the matters set forth herein, express or implied, written or oral, are superseded by this Assignment.

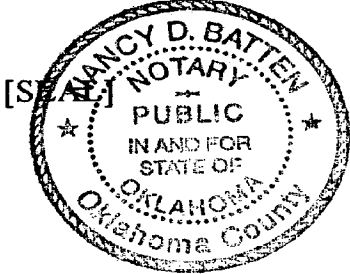
IN WITNESS WHEREOF, Assignor has executed this Assignment under seal the day and year first above written.

Assignor:

By:   
Print Name: L. A. SPECK

STATE OF Oklahoma )  
COUNTY OF Oklahoma )

BEFORE ME, the undersigned authority, on this 26<sup>th</sup> day of May, 2004, personally appeared L. A. Speer [Assignor], known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same of his or her own free will for the purposes and consideration therein expressed.



Nancy D. Batten  
Notary or Consular Officer  
My Comm. Exp. 01-22-06

## QUITCLAIM ASSIGNMENT

THIS QUITCLAIM ASSIGNMENT (the "Assignment"), made as of the 1<sup>ST</sup> day of JUNE, 2004, by Sandi S. Warner, a natural person residing in Edmond, OK (hereinafter "Assignor");

WITNESSETH:

WHEREAS, Assignor may, or may not have, or claim an ownership interest in the Assigned Intellectual Property;

WHEREAS, Assignor desires to assign to RealSource, Inc. ("RealSource") all of Assignor's right, title, and interest, in and to, any benefit or interest that Assignor claims, owns, possesses, or controls in the Assigned Intellectual Property, if any, and RealSource desires to accept such assignment;

WHEREAS, the parties expressly agree that the value of the Assigned Intellectual Property cannot be precisely determined at this time;

AND WHEREAS, the parties expressly contemplate the possibility that the Assigned Intellectual Property ultimately may have little value, as well as the possibility that the Assigned Intellectual Property ultimately may have substantial value;

NOW THEREFORE, for \$250.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

### SECTION 1—DEFINITIONS

**1.1. Assigned Intellectual Property.** The term "Assigned Intellectual Property" means United States Patent No. 5,732,136 (the "'136 Patent'"), as well as any foreign or domestic patent(s) or patent application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reissue, reexamination, or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent.

### SECTION 2—TRANSFER AND ASSIGNMENT

**2.1. Conveyance of Rights.** Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to RealSource all of Assignor's right, title, and interest in, and to, the Assigned Intellectual Property, if any, in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to, the right to exclude others from making, using, selling, offering to sell, or importing the subject matter claimed by the Assigned Intellectual Property; the right to file an infringement suit to enforce the Assigned Intellectual Property against third parties for past, present, or future activities; the right to receive an award of damages for past, present or future infringement of the Assigned Intellectual Property; the right to settle an infringement suit concerning the Assigned Intellectual Property, and to any payment or other benefits resulting from such settlement; the right to license the Assigned Intellectual

Property to third parties, including the right to grant licenses for past, present, or future activities, and the right to receive royalties pursuant to such licensing; and any other right, title, interest and benefit owned or claimed by Assignor in, and to, the Assigned Intellectual Property.

**2.2. Further Assurances.** Assignor shall execute and deliver, from time to time after the date hereof upon the request of RealSource, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Intellectual Property to RealSource, or the original ownership of the Assigned Intellectual Property on the part of RealSource, to the fullest extent possible. Assignor therefore agrees to:

2.2.1. execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Intellectual Property;

2.2.2. provide testimony in connection with any proceeding involving the Assigned Intellectual Property; and

2.2.3. perform any other acts deemed necessary by RealSource to carry out the intent of this Assignment, including, but not limited to, cooperating with RealSource in any proceeding involving the Assigned Intellectual Property.

**2.3. Acknowledgment of Rights.** In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, RealSource has succeeded to all of Assignor's right, title, and standing, if any, to:

2.3.1. receive all rights and benefits past, present, or future, pertaining to the Assigned Intellectual Property;

2.3.2. institute and prosecute all suits and proceedings and take all actions that RealSource, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind, past, present, or future, in and to the Assigned Intellectual Property; and

2.3.3. defend and compromise any and all such 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 RealSource, in its sole discretion, deems advisable.

### **SECTION 3—REPRESENTATIONS AND WARRANTIES**

**3.1.** Assignor represents and warrants that, to the best of Assignor's knowledge, no consents of any other parties are necessary or appropriate concerning the Assigned Intellectual Property in order for the transfer and assignment of any right, title, interest and benefit owned or claimed by Assignor in the Assigned Intellectual Property under this Assignment to be legally effective.

**3.2.** Assignor represents and warrants that, to the best of Assignor's knowledge, Assignor is not named as an inventor on any foreign or domestic patent(s) or patent

application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reexamination, reissue or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent; apart from those in which Assignor's interest in such foreign or domestic patent(s) or patent application(s) has been transferred to RealSource pursuant to Section 2 of this Assignment. Assignor further represents and warrants that Assignor has not previously assigned or transferred, to any other party, any interest or right Assignor may have had in any such foreign or domestic patent or patent application. Should Assignor later discover the existence of such related foreign or domestic patent or patent application, Assignor agrees to bring such related patent or patent application to the attention of RealSource immediately.

**3.3.** Assignor represents that, to the best of Assignor's knowledge, the Assigned Intellectual Property is valid, and agrees not to aid or abet any other party in challenging the validity of the Assigned Intellectual Property.

#### **SECTION 4—MISCELLANEOUS**

**4.1.** This Assignment shall inure to the benefit of, and be binding upon, Assignor together with Assignor's legal representatives, successors, and assigns.

**4.2.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas without reference to the choice of law principles thereof.

4.3. This Assignment constitutes and embodies the entire transaction between the parties with respect to the subject matter of this Assignment. All prior and contemporaneous discussions, representations, assurances, understandings and agreements concerning the matters set forth herein, express or implied, written or oral, are superseded by this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal the day and year first above written.

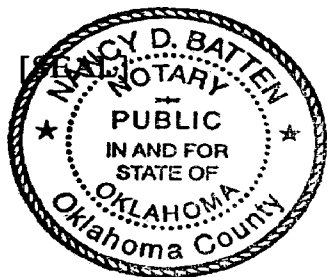
Assignor:

By: Sandi S. Warner

Print Name: Sandi S. Warner

STATE OF Oklahoma )  
 )  
COUNTY OF Oklahoma )

BEFORE ME, the undersigned authority, on this 1<sup>st</sup> day of June, 2004, personally appeared Sandi S. Warner [Assignor], known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same of his or her own free will for the purposes and consideration therein expressed.



Nancy D. Batten  
Notary or Consular Officer  
My Comm. Exp. 01-22-06

## QUITCLAIM ASSIGNMENT

THIS QUITCLAIM ASSIGNMENT (the "Assignment"), made as of the 15<sup>th</sup> day of JUNE 2004, by WILLIAM D. WARNER natural person residing in OKLAHOMA (hereinafter "Assignor");

WITNESSETH:

WHEREAS, Assignor may, or may not have, or claim an ownership interest in the Assigned Intellectual Property;

WHEREAS, Assignor desires to assign to RealSource, Inc. ("RealSource") all of Assignor's right, title, and interest, in and to, any benefit or interest that Assignor claims, owns, possesses, or controls in the Assigned Intellectual Property, if any, and RealSource desires to accept such assignment;

WHEREAS, the parties expressly agree that the value of the Assigned Intellectual Property cannot be precisely determined at this time;

AND WHEREAS, the parties expressly contemplate the possibility that the Assigned Intellectual Property ultimately may have little value, as well as the possibility that the Assigned Intellectual Property ultimately may have substantial value;

NOW THEREFORE, for \$250.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

### SECTION 1—DEFINITIONS

**1.1. Assigned Intellectual Property.** The term "Assigned Intellectual Property" means United States Patent No. 5,732,136 (the "'136 Patent'"), as well as any foreign or domestic patent(s) or patent application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reissue, reexamination, or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent.

### SECTION 2—TRANSFER AND ASSIGNMENT

**2.1. Conveyance of Rights.** Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to RealSource all of Assignor's right, title, and interest in, and to, the Assigned Intellectual Property, if any, in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to, the right to exclude others from making, using, selling, offering to sell, or importing the subject matter claimed by the Assigned Intellectual Property; the right to file an infringement suit to enforce the Assigned Intellectual Property against third parties for past, present, or future activities; the right to receive an award of damages for past, present or future infringement of the Assigned Intellectual Property; the right to settle an infringement suit concerning the Assigned Intellectual Property, and to any payment or other benefits resulting from such settlement; the right to license the Assigned Intellectual



Property to third parties, including the right to grant licenses for past, present, or future activities, and the right to receive royalties pursuant to such licensing; and any other right, title, interest and benefit owned or claimed by Assignor in, and to, the Assigned Intellectual Property.

**2.2. Further Assurances.** Assignor shall execute and deliver, from time to time after the date hereof upon the request of RealSource, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Intellectual Property to RealSource, or the original ownership of the Assigned Intellectual Property on the part of RealSource, to the fullest extent possible. Assignor therefore agrees to:

**2.2.1.** execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Intellectual Property;

**2.2.2.** provide testimony in connection with any proceeding involving the Assigned Intellectual Property; and

**2.2.3.** perform any other acts deemed necessary by RealSource to carry out the intent of this Assignment, including, but not limited to, cooperating with RealSource in any proceeding involving the Assigned Intellectual Property.

**2.3. Acknowledgment of Rights.** In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, RealSource has succeeded to all of Assignor's right, title, and standing, if any, to:

**2.3.1.** receive all rights and benefits past, present, or future, pertaining to the Assigned Intellectual Property;

**2.3.2.** institute and prosecute all suits and proceedings and take all actions that RealSource, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind, past, present, or future, in and to the Assigned Intellectual Property; and

**2.3.3.** defend and compromise any and all such 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 RealSource, in its sole discretion, deems advisable.

### **SECTION 3—REPRESENTATIONS AND WARRANTIES**

**3.1.** Assignor represents and warrants that, to the best of Assignor's knowledge, no consents of any other parties are necessary or appropriate concerning the Assigned Intellectual Property in order for the transfer and assignment of any right, title, interest and benefit owned or claimed by Assignor in the Assigned Intellectual Property under this Assignment to be legally effective.

**3.2.** Assignor represents and warrants that, to the best of Assignor's knowledge, Assignor is not named as an inventor on any foreign or domestic patent(s) or patent

application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reexamination, reissue or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent; apart from those in which Assignor's interest in such foreign or domestic patent(s) or patent application(s) has been transferred to RealSource pursuant to Section 2 of this Assignment. Assignor further represents and warrants that Assignor has not previously assigned or transferred, to any other party, any interest or right Assignor may have had in any such foreign or domestic patent or patent application. Should Assignor later discover the existence of such related foreign or domestic patent or patent application, Assignor agrees to bring such related patent or patent application to the attention of RealSource immediately.

3.3. Assignor represents that, to the best of Assignor's knowledge, the Assigned Intellectual Property is valid, and agrees not to aid or abet any other party in challenging the validity of the Assigned Intellectual Property.

#### SECTION 4—MISCELLANEOUS


4.1. This Assignment shall inure to the benefit of, and be binding upon, Assignor together with Assignor's legal representatives, successors, and assigns.

4.2. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas without reference to the choice of law principles thereof.

4.3. This Assignment constitutes and embodies the entire transaction between the parties with respect to the subject matter of this Assignment. All prior and contemporaneous discussions, representations, assurances, understandings and agreements concerning the matters set forth herein, express or implied, written or oral, are superseded by this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal the day and year first above written.

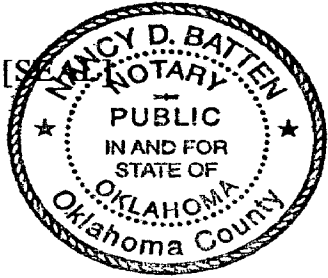
Assignor:

By: 

Print Name: WILLIAM D WARNER

STATE OF Oklahoma )  
 )  
COUNTY OF Oklahoma )

BEFORE ME, the undersigned authority, on this 1<sup>st</sup> day of June, 2004, personally appeared William D. Warner [Assignor], known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same of his or her own free will for the purposes and consideration therein expressed.



Nancy D. Batten  
Notary or Consular Officer  
My Comm Exp. 01-22-06

## QUITCLAIM ASSIGNMENT

THIS QUITCLAIM ASSIGNMENT (the "Assignment"), made as of the 1<sup>st</sup> day of June, 2004, by Jay & Sidney Arthur, natural persons residing in Georgia (hereinafter "Assignor");

### WITNESSETH:

WHEREAS, Assignor may, or may not have, or claim an ownership interest in the Assigned Intellectual Property;

WHEREAS, Assignor desires to assign to RealSource, Inc. ("RealSource") all of Assignor's right, title, and interest, in and to, any benefit or interest that Assignor claims, owns, possesses, or controls in the Assigned Intellectual Property, if any, and RealSource desires to accept such assignment;

WHEREAS, the parties expressly agree that the value of the Assigned Intellectual Property cannot be precisely determined at this time;

AND WHEREAS, the parties expressly contemplate the possibility that the Assigned Intellectual Property ultimately may have little value, as well as the possibility that the Assigned Intellectual Property ultimately may have substantial value;

NOW THEREFORE, for \$250.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

### SECTION 1—DEFINITIONS

**1.1. Assigned Intellectual Property.** The term "Assigned Intellectual Property" means United States Patent No. 5,732,136 (the "'136 Patent'"), as well as any foreign or domestic patent(s) or patent application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reissue, reexamination, or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent.

### SECTION 2—TRANSFER AND ASSIGNMENT

**2.1. Conveyance of Rights.** Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to RealSource all of Assignor's right, title, and interest in, and to, the Assigned Intellectual Property, if any, in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to, the right to exclude others from making, using, selling, offering to sell, or importing the subject matter claimed by the Assigned Intellectual Property; the right to file an infringement suit to enforce the Assigned Intellectual Property against third parties for past, present, or future activities; the right to receive an award of damages for past, present or future infringement of the Assigned Intellectual Property; the right to settle an infringement suit concerning the Assigned Intellectual Property, and to any payment or other benefits resulting from such settlement; the right to license the Assigned Intellectual

Property to third parties, including the right to grant licenses for past, present, or future activities, and the right to receive royalties pursuant to such licensing; and any other right, title, interest and benefit owned or claimed by Assignor in, and to, the Assigned Intellectual Property.

**2.2. Further Assurances.** Assignor shall execute and deliver, from time to time after the date hereof upon the request of RealSource, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Intellectual Property to RealSource, or the original ownership of the Assigned Intellectual Property on the part of RealSource, to the fullest extent possible. Assignor therefore agrees to:

**2.2.1.** execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Intellectual Property;

**2.2.2.** provide testimony in connection with any proceeding involving the Assigned Intellectual Property; and

**2.2.3.** perform any other acts deemed necessary by RealSource to carry out the intent of this Assignment, including, but not limited to, cooperating with RealSource in any proceeding involving the Assigned Intellectual Property.

**2.3. Acknowledgment of Rights.** In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, RealSource has succeeded to all of Assignor's right, title, and standing, if any, to:

**2.3.1.** receive all rights and benefits past, present, or future, pertaining to the Assigned Intellectual Property;

**2.3.2.** institute and prosecute all suits and proceedings and take all actions that RealSource, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind, past, present, or future, in and to the Assigned Intellectual Property; and

**2.3.3.** defend and compromise any and all such 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 RealSource, in its sole discretion, deems advisable.

### **SECTION 3—REPRESENTATIONS AND WARRANTIES**

**3.1.** Assignor represents and warrants that, to the best of Assignor's knowledge, no consents of any other parties are necessary or appropriate concerning the Assigned Intellectual Property in order for the transfer and assignment of any right, title, interest and benefit owned or claimed by Assignor in the Assigned Intellectual Property under this Assignment to be legally effective.

**3.2.** Assignor represents and warrants that, to the best of Assignor's knowledge, Assignor is not named as an inventor on any foreign or domestic patent(s) or patent

application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reexamination, reissue or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent; apart from those in which Assignor's interest in such foreign or domestic patent(s) or patent application(s) has been transferred to RealSource pursuant to Section 2 of this Assignment. Assignor further represents and warrants that Assignor has not previously assigned or transferred, to any other party, any interest or right Assignor may have had in any such foreign or domestic patent or patent application. Should Assignor later discover the existence of such related foreign or domestic patent or patent application, Assignor agrees to bring such related patent or patent application to the attention of RealSource immediately.

3.3. Assignor represents that, to the best of Assignor's knowledge, the Assigned Intellectual Property is valid, and agrees not to aid or abet any other party in challenging the validity of the Assigned Intellectual Property.

#### SECTION 4—MISCELLANEOUS

4.1. This Assignment shall inure to the benefit of, and be binding upon, Assignor together with Assignor's legal representatives, successors, and assigns.

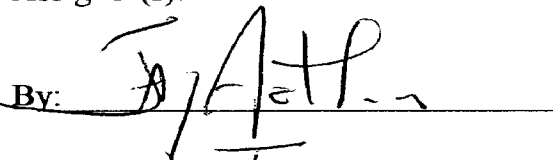
4.2. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas without reference to the choice of law principles thereof.

4.3. This Assignment constitutes and embodies the entire transaction between the parties with respect to the subject matter of this Assignment. All prior and contemporaneous discussions, representations, assurances, understandings and agreements concerning the matters set forth herein, express or implied, written or oral, are superseded by this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal the day and year first above written.

Assignor(s):

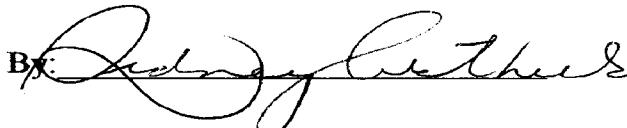
By:



Print Name:

Jay ARthur

By:

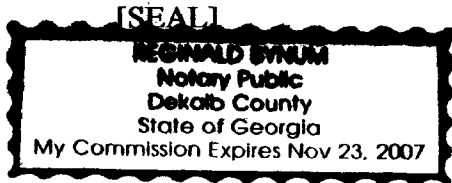


Print Name:

Sidney ARthur

STATE OF )  
COUNTY OF )

BEFORE ME, the undersigned authority, on this 1st day of July, 2004, personally appeared Jay & Sidney Arthur [Assignor], known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same of his or her own free will for the purposes and consideration therein expressed.



Reginald Bynum  
Reginald Bynum  
Notary or Consular Officer

## QUITCLAIM ASSIGNMENT

THIS QUITCLAIM ASSIGNMENT (the "Assignment"), made as of the 30<sup>th</sup> day of June, 2004, by Connie Bilger a natural person residing in Brownsboro, Texas (hereinafter "Assignor");

WITNESSETH:

WHEREAS, Assignor may, or may not have, or claim an ownership interest in the Assigned Intellectual Property;

WHEREAS, Assignor desires to assign to RealSource, Inc. ("RealSource") all of Assignor's right, title, and interest, in and to, any benefit or interest that Assignor claims, owns, possesses, or controls in the Assigned Intellectual Property, if any, and RealSource desires to accept such assignment;

WHEREAS, the parties expressly agree that the value of the Assigned Intellectual Property cannot be precisely determined at this time;

AND WHEREAS, the parties expressly contemplate the possibility that the Assigned Intellectual Property ultimately may have little value, as well as the possibility that the Assigned Intellectual Property ultimately may have substantial value;

NOW THEREFORE, for \$250.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

### SECTION 1—DEFINITIONS

**1.1. Assigned Intellectual Property.** The term "Assigned Intellectual Property" means United States Patent No. 5,732,136 (the "'136 Patent"), as well as any foreign or domestic patent(s) or patent application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reissue, reexamination, or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent.

### SECTION 2—TRANSFER AND ASSIGNMENT

**2.1. Conveyance of Rights.** Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to RealSource all of Assignor's right, title, and interest in, and to, the Assigned Intellectual Property, if any, in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to, the right to exclude others from making, using, selling, offering to sell, or importing the subject matter claimed by the Assigned Intellectual Property; the right to file an infringement suit to enforce the Assigned Intellectual Property against third parties for past, present, or future activities; the right to receive an award of damages for past, present or future infringement of the Assigned Intellectual Property; the right to settle an infringement suit concerning the Assigned Intellectual Property, and to any payment or other benefits resulting from such settlement; the right to license the Assigned Intellectual



Property to third parties, including the right to grant licenses for past, present, or future activities, and the right to receive royalties pursuant to such licensing; and any other right, title, interest and benefit owned or claimed by Assignor in, and to, the Assigned Intellectual Property.

**2.2. Further Assurances.** Assignor shall execute and deliver, from time to time after the date hereof upon the request of RealSource, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Intellectual Property to RealSource, or the original ownership of the Assigned Intellectual Property on the part of RealSource, to the fullest extent possible. Assignor therefore agrees to:

2.2.1. execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Intellectual Property;

2.2.2. provide testimony in connection with any proceeding involving the Assigned Intellectual Property; and

2.2.3. perform any other acts deemed necessary by RealSource to carry out the intent of this Assignment, including, but not limited to, cooperating with RealSource in any proceeding involving the Assigned Intellectual Property.

**2.3. Acknowledgment of Rights.** In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, RealSource has succeeded to all of Assignor's right, title, and standing, if any, to:

2.3.1. receive all rights and benefits past, present, or future, pertaining to the Assigned Intellectual Property;

2.3.2. institute and prosecute all suits and proceedings and take all actions that RealSource, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind, past, present, or future, in and to the Assigned Intellectual Property; and

2.3.3. defend and compromise any and all such 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 RealSource, in its sole discretion, deems advisable.

### **SECTION 3—REPRESENTATIONS AND WARRANTIES**

**3.1.** Assignor represents and warrants that, to the best of Assignor's knowledge, no consents of any other parties are necessary or appropriate concerning the Assigned Intellectual Property in order for the transfer and assignment of any right, title, interest and benefit owned or claimed by Assignor in the Assigned Intellectual Property under this Assignment to be legally effective.

**3.2.** Assignor represents and warrants that, to the best of Assignor's knowledge, Assignor is not named as an inventor on any foreign or domestic patent(s) or patent

application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reexamination, reissue or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent; apart from those in which Assignor's interest in such foreign or domestic patent(s) or patent application(s) has been transferred to RealSource pursuant to Section 2 of this Assignment. Assignor further represents and warrants that Assignor has not previously assigned or transferred, to any other party, any interest or right Assignor may have had in any such foreign or domestic patent or patent application. Should Assignor later discover the existence of such related foreign or domestic patent or patent application, Assignor agrees to bring such related patent or patent application to the attention of RealSource immediately.

3.3. Assignor represents that, to the best of Assignor's knowledge, the Assigned Intellectual Property is valid, and agrees not to aid or abet any other party in challenging the validity of the Assigned Intellectual Property.

#### SECTION 4—MISCELLANEOUS

4.1. This Assignment shall inure to the benefit of, and be binding upon, Assignor together with Assignor's legal representatives, successors, and assigns.

4.2. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas without reference to the choice of law principles thereof.

4.3. This Assignment constitutes and embodies the entire transaction between the parties with respect to the subject matter of this Assignment. All prior and contemporaneous discussions, representations, assurances, understandings and agreements concerning the matters set forth herein, express or implied, written or oral, are superseded by this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal the day and year first above written.

Assignor: *Connie M. Bilger*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF )

COUNTY OF Henderson)

BEFORE ME, the undersigned authority, on this 30<sup>th</sup> day of June, 2004, personally appeared Connie Bilger [Assignor], known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same of his or her own free will for the purposes and consideration therein expressed.

[SEAL]

Crystal Gail Hagood  
Notary or Consular Officer



## QUITCLAIM ASSIGNMENT

THIS QUITCLAIM ASSIGNMENT (the "Assignment"), made as of the 1st day of July, 2004, by David P. Murphree and Linda Murphree, natural persons residing in Irving, Texas (hereinafter "Assignors");

WITNESSETH:

WHEREAS, Assignors may, or may not have, or claim an ownership interest in the Assigned Intellectual Property;

WHEREAS, Assignors desire to assign to RealSource, Inc. ("RealSource") all of Assignors' right, title, and interest, in and to, any benefit or interest that Assignors claims, owns, possesses, or controls in the Assigned Intellectual Property, if any, and RealSource desires to accept such assignment;

WHEREAS, the parties expressly agree that the value of the Assigned Intellectual Property cannot be precisely determined at this time;

AND WHEREAS, the parties expressly contemplate the possibility that the Assigned Intellectual Property ultimately may have little value, as well as the possibility that the Assigned Intellectual Property ultimately may have substantial value;

NOW THEREFORE, for \$250.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignors, intending to be legally bound, hereby agrees as follows:

### SECTION 1—DEFINITIONS

**1.1. Assigned Intellectual Property.** The term "Assigned Intellectual Property" means United States Patent No. 5,732,136 (the "'136 Patent"), as well as any foreign or domestic patent(s) or patent application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reissue, reexamination, or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent.

### SECTION 2—TRANSFER AND ASSIGNMENT

**2.1. Conveyance of Rights.** Assignors hereby transfers, grants, conveys, assigns, and relinquishes exclusively to RealSource all of Assignors' right, title, and interest in, and to, the Assigned Intellectual Property, if any, in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to, the right to exclude others from making, using, selling, offering to sell, or importing the subject matter claimed by the Assigned Intellectual Property; the right to file an infringement suit to enforce the Assigned Intellectual Property against third parties for past, present, or future activities; the right to receive an award of damages for past, present or future infringement of the Assigned Intellectual Property; the right to settle an infringement suit concerning the Assigned Intellectual Property, and to any payment or other benefits resulting from such settlement; the right to license the Assigned Intellectual

Property to third parties, including the right to grant licenses for past, present, or future activities, and the right to receive royalties pursuant to such licensing; and any other right, title, interest and benefit owned or claimed by Assignors in, and to, the Assigned Intellectual Property.

**2.2. Further Assurances.** Assignors shall execute and deliver, from time to time after the date hereof upon the request of RealSource, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Intellectual Property to RealSource, or the original ownership of the Assigned Intellectual Property on the part of RealSource, to the fullest extent possible. Assignors therefore agrees to:

**2.2.1.** execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Intellectual Property;

**2.2.2.** provide testimony in connection with any proceeding involving the Assigned Intellectual Property; and

**2.2.3.** perform any other acts deemed necessary by RealSource to carry out the intent of this Assignment, including, but not limited to, cooperating with RealSource in any proceeding involving the Assigned Intellectual Property.

**2.3. Acknowledgment of Rights.** In furtherance of this Assignment, Assignors hereby acknowledges that, from this date forward, RealSource has succeeded to all of Assignors' right, title, and standing, if any, to:

**2.3.1.** receive all rights and benefits past, present, or future, pertaining to the Assigned Intellectual Property;

**2.3.2.** institute and prosecute all suits and proceedings and take all actions that RealSource, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind, past, present, or future, in and to the Assigned Intellectual Property; and

**2.3.3.** defend and compromise any and all such 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 RealSource, in its sole discretion, deems advisable.

### **SECTION 3—REPRESENTATIONS AND WARRANTIES**

**3.1.** Assignors represents and warrants that, to the best of Assignors' knowledge, no consents of any other parties are necessary or appropriate concerning the Assigned Intellectual Property in order for the transfer and assignment of any right, title, interest and benefit owned or claimed by Assignors in the Assigned Intellectual Property under this Assignment to be legally effective.

**3.2.** Assignors represents and warrants that, to the best of Assignors' knowledge, Assignors is not named as an inventor on any foreign or domestic patent(s) or patent

application(s) that may exist and that may relate to the '136 Patent as a divisional application of the '136 Patent; a continuation or continuation-in-part of the '136 Patent; a reexamination, reissue or term extension of the '136 Patent; or a foreign counterpart of the '136 Patent; apart from those in which Assignors' interest in such foreign or domestic patent(s) or patent application(s) has been transferred to RealSource pursuant to Section 2 of this Assignment. Assignors further represents and warrants that Assignors has not previously assigned or transferred, to any other party, any interest or right Assignors may have had in any such foreign or domestic patent or patent application. Should Assignors later discover the existence of such related foreign or domestic patent or patent application, Assignors agrees to bring such related patent or patent application to the attention of RealSource immediately.

3.3. Assignors represents that, to the best of Assignors' knowledge, the Assigned Intellectual Property is valid, and agrees not to aid or abet any other party in challenging the validity of the Assigned Intellectual Property.

#### SECTION 4—MISCELLANEOUS

4.1. This Assignment shall inure to the benefit of, and be binding upon, Assignors together with Assignors's legal representatives, successors, and assigns.

4.2. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas without reference to the choice of law principles thereof.

4.3. This Assignment constitutes and embodies the entire transaction between the parties with respect to the subject matter of this Assignment. All prior and contemporaneous discussions, representations, assurances, understandings and agreements concerning the matters set forth herein, express or implied, written or oral, are superseded by this Assignment.

IN WITNESS WHEREOF, Assignors have executed this Assignment under seal the day and year first above written.

Assignors:

By:

Print Name:

By:

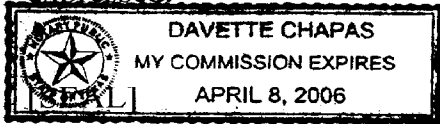
Print Name:

STATE OF

COUNTY OF

*Texas*  
*Dallas*

BEFORE ME, the undersigned authority, on this 1st day of July, 2004, personally appeared David P. Murphree and Linda Murphree [Assignors], known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his or her own free will for the purposes and consideration therein expressed.



*[Signature]*  
\_\_\_\_\_  
Notary or Consular Officer