

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Call Processing, Inc.	06/30/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TGIP, Inc.
<b>Street Address:</b>	3525 Milton Avenue
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75205
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5577109
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(253)369-3141
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	972-385-2018
<b>Email:</b>	mail@davidjudson.com
<b>Correspondent Name:</b>	David H. Judson
<b>Address Line 1:</b>	15950 Dallas Parkway, Suite 225
<b>Address Line 4:</b>	Dallas, TEXAS 75248
<b>NAME OF SUBMITTER:</b>	David H. Judson
<b>Total Attachments: 2</b>	
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**OP \$40.00 5577109**

## PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of June 30, 2004 (the "Effective Date"), by and between Call Processing, Inc., a Texas corporation having offices at 901 East 18<sup>th</sup> Street, Plano, Texas 75074 ("Company"), and TGIP, Inc., a Texas corporation having offices at 3525 Milton Avenue, Dallas, Texas 75205 ("TGIP").

**WHEREAS**, Company owns certain patent rights as more specifically identified below (the "Patents");

**WHEREAS**, pursuant to that certain Share Purchase Agreement dated June 23, 2004 (the "Purchase Agreement"), by and between Payspot, Inc. and Charles J. Stimson, the Company will sell to TGIP the Patents; and

**WHEREAS**, the execution and delivery of this Agreement is a condition precedent to the Purchase Agreement:

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby assign, sell, transfer and convey unto TGIP, and its successors and assigns, Company's entire right, title and interest in the Patents, and the entire right, title and interest in and to any and all claims, demands, causes of action or the like Company may have, either at law or in equity, arising out of any actual or alleged past, present or future infringement of any Patent. Thus, as between Company and TGIP, TGIP shall have the sole right to enforce the Patents including, without limitation, claims for alleged past infringement. As used herein, the "Patents" shall mean: (i) U.S. Patent Nos. 5,511,114, 5,577,109, 5,721,768 and 6,502,745; (ii) any divisions, continuations, continuations-in-part, reissues, reexaminations, patents-of-addition, substitutes, extensions, renewals, supplementary protection certificates or foreign counterparts of (i); (iii) any and all patents which are granted on any of (i) and (ii); and (iv) any licenses or agreements previously entered into by the Company granting rights to third parties under such identified patents or applications.

Company represents, warrants and covenants that (i) it has full legal power to enter into this Agreement; that (ii) it is the sole and exclusive owner of the Patents transferred and conveyed to TGIP hereby, free and clear of all liens, claims and encumbrances, and that (iii) the conveyance hereby of the Patents vests good and marketable title to the Patents in TGIP, free and clear of any liens, claims or encumbrances.

This Agreement may be presented to appropriate government entities as needed to record TGIP's ownership of the Patents. In addition, Company shall execute whatever additional documentation TGIP may reasonably request from time-to-time to establish and/or confirm TGIP's ownership of the Patents.

In **WITNESS WHEREOF**, the Company has caused this Agreement to be signed and delivered by its duly authorized officer, all as of the date first indicated above.

**CALL PROCESSING, INC.**

By: C. Stimmer  
Title: President  
Date: JUNE 30, 2004