

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Doy, LLC	02/21/2003
RECEIVING PARTY DATA	
Name:	Development Innovation Group, LLC
Street Address:	11766 Treadwell Drive
City:	Poway
State/Country:	CALIFORNIA
Postal Code:	92064
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6212408
CORRESPONDENCE DATA	
Fax Number:	(858)792-6773
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-847-6700
Email:	gsarda@foley.com
Correspondent Name:	Sanjeev K. Dhand
Address Line 1:	PO Box 80278
Address Line 4:	San Diego, CALIFORNIA 92138-0278
NAME OF SUBMITTER:	Sanjeev K. Dhand
Total Attachments: 5 source=040658-0401 ASSIGNMENT 3#page1.tif source=040658-0401 ASSIGNMENT 3#page2.tif source=040658-0401 ASSIGNMENT 3#page3.tif source=040658-0401 ASSIGNMENT 3#page4.tif source=040658-0401 ASSIGNMENT 3#page5.tif	

CH \$40.00 6212408

FORM PTO-1595 (modified)

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

RECORDATION FORM COVER SHEET PATENTS ONLY

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Doy, LLC

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

Development Innovation Group, LLC
11766 Treadwell Drive
Poway, CA 92064

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

February 21, 2003

Additional name(s) & address(es) attached? NO

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

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

A. Patent Application Number(s):

B. Patent Number(s):

6,212,408

Additional numbers attached? NO

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

Sanjeev K. Dhand
FOLEY & LARDNER LLP
P.O. Box 80278
San Diego, California 92138-0278

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

☒ Charge to deposit account

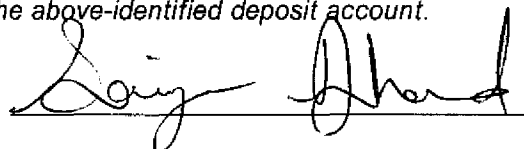
8. Deposit account number: 50-0872

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Sanjeev K. Dhand



April 29, 2005

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

ASSIGNEE BILL OF SALE

DOY, LLC, a Delaware limited liability company ("Assignor"), for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to Development Innovation Group, LLC ("Assignee"), on the date hereof, all of Assignor's right, title and interest, in and to all of the following assets:

All assets of Neopoint, Inc., which are more particularly described in that certain Assignee Bill of Sale executed on and as of February 18, 2003 by San Diego Credit Association as assignee for the benefit of creditors of Neopoint, Inc., a copy of which is attached hereto as Exhibit A. Assignor and Assignee agree to take such further actions as shall be reasonably necessary or appropriate in order to reflect the foregoing.

IN WITNESS WHEREOF, Assignor has caused this Assignee Bill of Sale to be executed on its behalf as of February 21, 2003.

DOY, LLC, a Delaware limited liability company.

By: 

Its: President and Chief Executive Officer

The undersigned hereby accepts, acknowledges and agrees to the foregoing:

DEVELOPMENT INNOVATION GROUP,
LLC, a Delaware limited liability company.

By: 

Its: President and Chief Executive Officer

EXHIBIT A

(see attached)

ASSIGNEE BILL OF SALE

San Diego Credit Association, a California corporation ("SDCA"), as Assignee for the Benefit of Creditors of Neopoint, Inc. ("Neopoint"), pursuant to that certain General Assignment for the Benefit of Creditors dated June 1, 2001 for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to Doy, LLC ("Buyer") on the date hereof, all of SDCA's right, title and interest, in and to all the following asset:

All Assets of Neopoint described in Exhibit A attached hereto

SDCA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO CONDITION OF THE ASSETS, OR THE FITNESS, DESIRABILITY OR MERCHANTABILITY THEREOF, OR THE SUITABILITY THEREOF FOR ANY PARTICULAR PURPOSE. THE ASSETS ARE TRANSFERRED "AS IS" AND "WHERE IS".

TRANSFeree ACKNOWLEDGES AND REPRESENTS THAT IT HAS REVIEWED AND INSPECTED THE ASSETS, HAS HAD THE OPPORTUNITY TO INSPECT THE ASSETS AND HAS INDEPENDENTLY INVESTIGATED THE FACTS AND CIRCUMSTANCES RELATING TO THE TRANSACTION DESCRIBED HEREIN. TRANSFeree FURTHER ACKNOWLEDGES THAT SDCA HAS TURNED OVER OR MADE AVAILABLE TO TRANSFeree ALL OF THE ASSETS OR EMBODIMENTS THEREOF IN SDCA'S POSSESSION, AND THAT TRANSFeree WILL HAVE SOLE RESPONSIBILITY TO OBTAIN POSSESSION OF ANY OTHER OF THE ASSETS, WHEREVER LOCATED, AT ITS SOLE EXPENSE.

NOTWITHSTANDING ANY DESCRIPTION OF THE ASSETS ABOVE, ASSETS SHALL NOT INCLUDE ANY ASSETS WHICH ARE LEASED OR AS TO WHICH NEOPOINT, INC. DOES NOT OR DID NOT AT THE TIME OF ITS ASSIGNMENT TO SDCA HAVE FULL TITLE OR AS TO WHICH TITLE OR INTEREST MAY NOT BE LEGALLY TRANSFERRED.

TRANSFeree ACKNOWLEDGES AND AGREES THAT SDCA SHALL HAVE NO LIABILITY NOR SHALL TRANSFeree HAVE ANY RECOURSE TO SDCA HEREUNDER OR OTHERWISE. BUYER DOES NOT ASSUME ANY LIABILITIES OF NEOPOINT HEREUNDER. BUYER AND SELLER AGREE TO TAKE SUCH FURTHER ACTIONS AS MAYBE REASONABLY NECESSARY OR APPROPRIATE IN ORDER TO REFLECT THE FOREGOING.

IN WITNESS WHEREOF, SDCA has caused the same to be signed on its behalf as of February 18, 2003.

SAN DIEGO CREDIT ASSOCIATION as Assignee
for the Benefit of Creditors of Neopoint,
Inc.

Total Sale \$10,000.00 Cash

BY: Carl L. Garner

Carl L. Garner

Its: Manager

THE UNDERSIGNED HEREBY ACCEPTS, ACKNOWLEDGES AND AGREES TO THE FOREGOING:

BY: Doy, LLC

Doy, LLC

EXHIBIT A

(a) all inventions, all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, revisions, extensions, and reexaminations thereof, and any goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of any jurisdiction

(b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (including, but not limited to, the name "NeoPoint" and the tagline "Simply more intelligent"),

(c) all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith,

(d) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, processes, techniques, etc.) and all computer software, source codes and similar items, in whatever form embodied,

(e) any agreements, contracts, instruments, promissory notes, security interests, accounts and other receivables, and other similar arrangements, and rights thereunder;

(f) any books, records, CDs, ledgers, files, documents, correspondence, lists, plans, drawings, and other printed or written materials.