

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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)

Community Learning and Information Network, Inc.

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 10, 2003

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Digital-Vending Services International, LLC

Internal Address: _____

Street Address: 1750 K Street NW, Suite 1200B

City: Washington

State: DC

Country: USA Zip: 20006

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

4. Application or patent number(s):

A. Patent Application No.(s)

10/609,325

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: John Ogilvie

Internal Address: _____

Street Address: Ogilvie Law Firm

1320 East Laird Avenue

City: Salt Lake City

State: UT Zip: 84105

Phone Number: 801-706-2546

Fax Number: 801-583-0393

Email Address: john@ogilvIELawfirm.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☒ 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 1007
Expiration Date 01/07

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

25 June 2005

Date

John W. Ogilvie

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 016415 FRAME: 0944

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OP \$40.00 10609326

CONFIDENTIAL

Confidential to CLIN and D-VSI 2003

ASSIGNMENT AND AGREEMENT

**Community Learning & Information Network, Inc.
Digital-Vending Services International, LLC**

THIS AGREEMENT is made, effective January 1, 2003, by and between Community Learning and Information Network, Inc., a Washington D.C. corporation having an address at 1750 K Street N.W., Suite 1200E, Washington D.C. 20006 ("CLIN") and Digital-Vending Services International, LLC, a Delaware company with an address of 1750 K Street NW, Suite 1200B, Washington, DC 20006 ("D-VSI").

In consideration of \$1.00, the promises exchanged here, and other good and valuable consideration, including without limitation a revenue sharing arrangement not detailed here, CLIN HEREBY ASSIGNS TO D-VSI:

The entire right, title and interest in all inventions (including subject matter disclosed but not claimed) described in the patents and patent applications identified below, all copyright and trade secret rights in embodiments or designs for any such invention or any portion thereof, all rights in the below-identified United States and international patent applications and in all divisions, continuations and continuations-in-part of the applications, reissues and extensions of Letters Patent or Patents granted thereon, including all applications specifically identified by number herein and all applications for which any present application claims a benefit or is claimed for benefit under 35 U.S.C. § 119 or § 120 or § 365, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries;

The right to file foreign patent applications or copyright applications on the invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications;

The right to license, to enforce, to receive remedies and relief including without limitation past royalties for infringement before and/or after January 1, 2003, to control the prosecution of, to abandon, and to otherwise exercise any and all rights of ownership in the patents and patent applications identified herein, at its sole discretion:

Patent and Application Numbers

Serial No. 60/079302 filed March 25, 1998

Serial No. 09/272221 filed March 18, 1999 issued January 2, 2001 as U.S. Patent No. 6170014

Serial No. 09/553572 filed April 19, 2000 issued August 28, 2001 as U.S. Patent No. 6282573

Serial No. 09/933878 filed August 21, 2001

Confidential to CLIN and D-VSI 2003

CLIN hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and other intellectual property officials in this and foreign countries as are duly authorized by their laws to issue patents or copyright registrations, to issue any and all patents and registrations on the invention to D-VSI as the owner of the entire interest, for the sole use and benefit of D-VSI, its successors, assigns and legal representatives.

CLIN hereby agrees, without further consideration and without expense to CLIN, to sign all lawful papers and to perform all other lawful acts which D-VSI may reasonably request to make this Assignment & Agreement fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent and copyright applications on the invention, and all lawful documents requested by D-VSI to further the prosecution of any of such applications.

Cooperation to the best of CLIN's ability in the execution of all lawful documents, and the production of evidence, in nullification, reissue, extension, infringement, interference or other legal proceedings involving the invention; faithful communication to D-VSI of all facts known to CLIN relating to the invention and the history thereof; and generally, taking all reasonable steps which D-VSI requests to aid in securing, maintaining, and enforcing protection for the inventions and title in D-VSI to the inventions and all applications, patents, copyrights, and trade secrets based on the invention.

CLIN makes no warranties of validity, enforceability, claim scope, duration, non-infringement, availability of foreign protection, fitness for a particular purpose, merchantability, or otherwise with respect to the patents, patent applications, and other intellectual property here conveyed to D-VSI, with the exception that CLIN warrants the existence of the four above-identified patents and patent applications, and CLIN warrants that it has had filed for recordation in the USPTO a document it reasonably believes conveyed to CLIN from the named inventors the rights needed from them to permit the present conveyance of rights from CLIN to D-VSI.

This Assignment & Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, all of which together are one and the same instrument. Faxed instances may serve as originals. Even if part of this Assignment & Agreement is found unenforceable, the remaining parts are enforceable. A failure to exercise rights under this Assignment & Agreement does not mean those rights are waived. This Assignment & Agreement shall be binding upon the parties' assigns and successors. Understood and agreed:

Signatures Follow:

Confidential to CLIN and D-VSI 2003

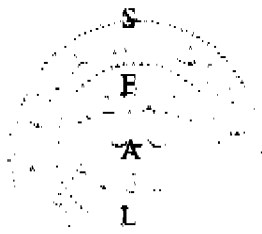
Community Learning & Information Network, Inc.Signed: CE McKnight, Jr.Date: Jan 10, 2003

Clarence E. McKnight, Jr.

Chairman of the Board of Community Learning and Information Network, Inc.

DISTRICT OF COLUMBIA

On this 10 day of January, 2003, personally appeared before me Clarence E. McKnight, Jr. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment and Agreement, and acknowledged that he executed the same.



Jim M. Dow NOTARY PUBLIC
6-14-05 COMMISSION EXPIRATION

Digital-Vending Services International, LLCSigned: John R. Drexel IVDate: 10 Jan 03

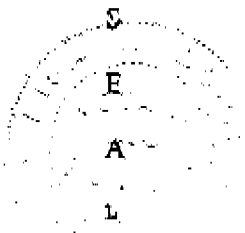
John R. Drexel IV

Managing Partner of Digital-Vending Services International, LLC

STATE OF District of Columbia

COUNTY OF _____)

On this 10 day of January, 2003, personally appeared before me John R. Drexel IV who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment and Agreement, and acknowledged that he executed the same.



Jim M. Dow NOTARY PUBLIC
6-14-05 COMMISSION EXPIRATION