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RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(les) Втоwer M. Roberts	2. Name and address of receiving party(ies) Name: QYX Learning, Inc. Internal Address:
Additional name(s) of conveying party(ies) attached? Yes X No. 3. Nature of conveyance/Execution Date(s): Execution Date(s) July 27, 2005 X Assignment Merger Security Agreement Change of Name Joint Research Agreement Government Interest Assignment Executive Order 9424, Confirmatory License Other 4. Application or patent number(s): X This A. Patent Application No.(s)	Street Address: 3225 S. MacDill Avenue, #129-139 City:
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents Involved: 2
Name: Herbert W. Larson, Larson & Larson, P.A.	7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00
Internal Address: Street Address: 11199 69th Street North	Authorized to be charged by credit card X Authorized to be charged to deposit account Enclosed None required (government interest not affecting title)
City: Largo	8. Payment information
State: FL Zip: 33773-5504 Phone Number: (727) 546-0660	a. Credit Card Last 4 Numbers Expiration Date
Fax Number: (727) 545-1595	b. Deposit Account Number 12-0551 Authorized User Name
Email Address: llarsonp@tampabay.rr.com 9. Signature:	Jul 27 2001
Signature Herber W. Lars M Name of Person Signing	Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-01407, or mailed to: Mall Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

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ASSIGNMENT OF PATENTS

SENT BY: LARON&LARSON;

Whereas, Brower M. Roberts, residing at 2109 Bayshore Boulevard, #804, Tampa, FL 33606, USA, hereinafter referred to as "Assignor," owns the exclusive title and interest in United States Patent no. D487,058, issued on February 24, 2004 for a BATTERY PACK and D486,489, issued on February 10, 2004 for a WIRELESS COMPUTER COMMUNICATOR; and

Whereas, QYX Learning, Inc., a Florida corporation, whose principal place of business is located at 3225 S. MacDill Avenue, #129-139, Tampa, Florida 33629, USA, hereinafter the "Assignee," is desirous of acquiring the entire right, title, and interest in the same;

Now, therefore, in consideration of the sum of Ten Dollars (\$10.00), the receipt whereof which is hereby acknowledged, and other good and valuable consideration, said Assignor, by these presents does sell, assign, and transfer unto said Assignee the full and exclusive right, title, and interest in and to any and all Letters Patent which may be granted, therefore in the United States and all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in said invention.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which could conflict with this assignment.

Assignor further covenants that said Assignce will upon its request, be provided with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known accessible to Assignor and will testify as to the same in any

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PATENT REEL: 016570 FRAME: 0765 Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

I hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee as the Assignee of the entire right, title, and interest in and to the same for its sole use and behalf and for the use in behalf of its legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

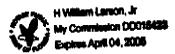
Executed this 27th day of July 2005, at Largo, Florida.

Brower M. Roberts

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 27th day of July 2005, by Brower M. Roberts, who is personally known to me, or who took an oath, and who has executed the foregoing instrument of his own free act and deed for the purposes as intended therein.

Notary Public



Print Signature:

My Commission Expires: