

06-24-2005

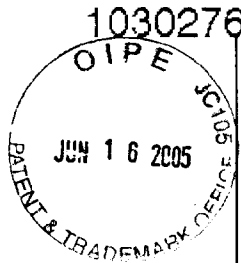


To the Honorable Commissioner of Patents and Trademark

copy thereof.

1. Name of conveying party(ies) and execution date(s):

Zhixin Liu June 1, 2005
Samuel S. Cheng June 1, 2005
Angelos D. Liveris May 30, 2005
Zixiang Xiong June 1, 2005



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

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

Name: Towson Hampton LLC

Internal Address: _____

Street Address: 2215-B Renaissance Drive, Suite 5

City Las Vegas State NV ZIP 89119

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

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

A. Patent Application No.(s) 11/086,778 filed March 22, 2005

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Jeffrey C. Hood

Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel PC

Street Address: P.O. Box 398

City Austin State TX ZIP 78767-0398

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):\$ 40.00

Fee Authorization Form Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 501505/5957-00201/JCH
(Attach a duplicate copy of this page if paying by deposit account)

06/24/2005 ECOOPER 00000065 501505 11086778

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DO NOT USE THIS SPACE

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.

Jeffrey C. Hood
Name of Person Signing
Reg. No. 35,198

[Signature]
Signature

6/14/2005
Date

Total number of pages comprising cover sheet: 1

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby:

SELL, ASSIGN AND TRANSFER to Towson Hampton LLC, ("Assignee"), a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having its principal place of business at 2215-B Renaissance Drive, Suite 5, Las Vegas NV 89119, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which was filed **March 22, 2005**, Serial No. **11/086,778**, and is entitled **Data Encoding and Decoding Using Slepian-Wolf Coded Nested Quantization to Achieve Wyner-Ziv Coding**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and for vesting title to such improvements in the Assignee;

COVENANT AND AGREE that the above is and will be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assigns.

(Signature) 
Name: Zhixin Liu

Date: 01/06/05

Witness (Signature): _____

Date: _____

Witness (Printed Name): _____

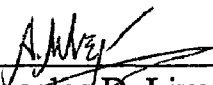
(Signature) _____
Name: Samuel S. Cheng

Date: _____

Witness (Signature): _____

Date: _____

Witness (Printed Name): _____

(Signature) 
Name: Angelos D. Liveris

Date: 5-30-2005

Witness (Signature): _____

Date: _____

Witness (Printed Name): _____

PATENT
5957-00201

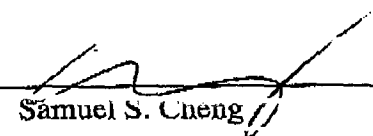
(Signature) _____
Name: Zhixin Liu

Date: _____

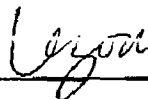
Witness (Signature): _____

Date: _____

Witness (Printed Name): _____

(Signature)  _____
Name: Samuel S. Cheng

Date: 5-1-2005

Witness (Signature):  _____

Date: 06/01/2005

Witness (Printed Name): Le Zou

(Signature) _____
Name: Angelos D. Liveris

Date: _____

Witness (Signature): _____

Date: _____

Witness (Printed Name): _____

(Signature) 
Name: Zixiang Xiong

Date: 6/11/05

Witness (Signature): _____

Date: _____

Witness (Printed Name): _____

Jeffrey C. Hood
Meyertons, Hood, Kivlin, Kowert & Goetzel PC
P.O. Box 398
Austin, TX 78767-0398