

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

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)**  
 David WOOD

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

**2. Name and address of receiving party(ies)**  
 Name: Serious IP, Inc.  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 375 West Broadway  
 \_\_\_\_\_  
 City: New York  
 State: NY  
 Country: US Zip: 10012

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

**3. Nature of conveyance/Execution Date(s):**  
 Execution Date(s) 10/3/05

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):**  This document is being filed together with a new application.

A. Patent Application No.(s)  
60/062,408  
10/775,556  
29/223,087

B. Patent No.(s)  
6,510,124  
D503,404  
6,762,988

Additional numbers attached?  Yes  No

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

Name: John L. Dauer, Jr.  
 Internal Address: Brown Raysman Millstein Felder & Steiner  
 \_\_\_\_\_  
 Street Address: 900 Third Avenue  
 \_\_\_\_\_  
 City: New York  
 State: NY Zip: 10022  
 Phone Number: 212-895-2000  
 Fax Number: 212-895-2900  
 Email Address: jdauer@brownraysman.com

**6. Total number of applications and patents involved:** 6

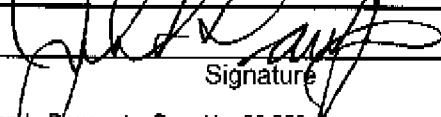
**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 240**

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 \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number 02-4270  
 Authorized User Name Brown Raysman

**9. Signature:**  \_\_\_\_\_  
 Signature \_\_\_\_\_ Date October 5, 2005

John L. Dauer, Jr., Reg. No. 39,953  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$240.00 024270 6006240B

**ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS**

**PATENT AND PATENT APPLICATION ASSIGNMENT**

WHEREAS, David Wood, an individual, having an address of 14027 Betsy Ross Lane, Centreville, Virginia 20121 (hereinafter referred to as "Assignor") has rights in the U.S. and foreign patents and patent applications listed on attached Schedule A (hereinafter referred to as the "Assigned Patents") by way of assignments from the respective inventors and others of the patents and application along with inventions disclosed in the Assigned Patents (hereinafter referred to as "the Inventions"), and

WHEREAS, Serious IP, Inc., a Delaware corporation, having offices at 375 West Broadway, New York, New York, NY 10012 (hereinafter together with its successors and assigns referred to as "Assignee"), is desirous of obtaining Assignor's right, title and interest in, to and under the Assigned Patents and the Inventions; and

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which Assignor does hereby acknowledge, Assignor has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in, to and under the Assigned Patents and the Inventions, including the right to apply for any patent in the United States and in any and all foreign countries based on the Assigned Patents or the Inventions, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon the Assigned Patents or the Inventions, all patents which may issue thereon in the United States and foreign

countries, and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of patents granted for the Assigned Patents or the Inventions, to the full term or terms for which said patents may be issued, and every priority right that is or may be predicated upon or arise from the Assigned Patents, the same to be held and enjoyed by Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor also hereby sells, assigns, transfers and sets over to Assignee and to Assignee's successors and assigns, all causes of action, claims, judgments, and/or other legal and equitable rights and remedies arising out of or in connection with the Assigned Patents that have accrued or taken place prior to and including the date of this agreement or may take place in the future, including without limitation, the right to sue any third party for infringement of any or all of the Assigned Patents and to collect and retain any damages and all other available remedies resulting from the infringement of any of the Assigned Patents, the same to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as if the same would have been held and enjoyed by Assignor in the absence of this Agreement. Assignor authorizes Assignee to file patent applications in any and all countries on any or all of the Assigned Patents or Inventions in Assignee's name, or otherwise as Assignee may deem advisable, under International Conventions or otherwise.

Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said patents to Assignee as owner of all right, title and interest therein, or

otherwise as Assignee may direct, in accordance with the terms of this Assignment.

*[Signature Page Follows]*

IN TESTIMONY WHEREOF, Assignor has caused this document to be executed by its duly authorized officer on the date indicated below.

Dated: [ ], 2005

October 3, 2005

David Wood

By: David Wood  
Name: David Wood  
Title: Inventor

STATE OF

) Virginia  
ss.:

COUNTY OF

) Fairfax

On this 3rd day of October, 2005, before me came David B. Wood, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he has acknowledged to me that he has executed the same.

Zakia Smart  
Notary Public

MY COMMISSION EXPIRES JULY 31, 2009

**SCHEDULE A****TO PATENT AND PATENT APPLICATION ASSIGNMENT**

**U.S. Provisional Patent Application Ser. No. 60/062,408 filed 10/14/97**

**U.S. Patent No. 6,510,124**  
for "CD Card Adaptor" (David B. Wood)  
(Ser. No. 09/170,040 filed 10/13/98)

**U.S. Patent No. D503,404**  
for "CD CARD" (David B. Wood)  
(Ser. No. 29/138,722 filed 3/20/01)

**U.S. Patent No. 6,762,988**  
for "CD Card Adaptor" (David B. Wood)  
(Ser. No. 10/106,857 filed 3/27/02)

**U.S. Patent Application Ser. No. 10/775,556 filed 2/11/04**  
for "CD CARD" (David B. Wood)

**U.S. Patent Application Ser. No. 29/223,087 filed 2/9/05**  
for "CD CARD" (David B. Wood)