

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)

Fritz Heistermann
John Robert Weber, Jr.

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

2. Name and address of receiving party(ies)

Name: Digital Grid, Inc.

Internal Address: _____

Street Address: 8307 Six Forks Road, Suite 107

City: Raleigh

State: NC

Country: USA

Zip: 27615

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

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

Execution Date(s) October 12, 2005

- 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)
11/113,843

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: The Eclipse Group

Internal Address: _____

Street Address: 10605 Balboa Blvd., Suite 300

City: Granada Hills

State: CA

Zip: 91344

Phone Number: 919-313-6160

Fax Number: 919-313-6170

Email Address: kef@eclipsegrp.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

B. Payment Information

a. Credit Card Last 4 Numbers 0440
Expiration Date 05/08

b. Deposit Account Number 50-2542

Authorized User Name The Eclipse Group

9. Signature:


Signature

October 17, 2005

Date

Kevin E. Flynn
Name of Person Signing

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

5

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

OP \$40.00 11113843

Application No.: 11/113,843

PATENT

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment ("Assignment") shall be effective as of 10-12, 2005 ("Effective Date") by and between:

John Robert Weber, Jr., residing at 41 Normandy Drive, Northport, NY 11768, United States of America ("ASSIGNOR"); and

Digital Grid, Inc., having a principal place of business at 8307 Six Forks Road, Suite 107, Raleigh, NC 27615, United States of America ("ASSIGNEE").

1.0 BACKGROUND

1.1 ASSIGNOR, through ASSIGNOR's employment with ASSIGNEE, as either employee or contractor, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States with title "SIGNAL DECODING APPARATUS AND METHOD", filed before execution of this assignment. The useful improvements include novel additions to the prior art including but not limited to those improvements specifically set forth in the attached claims. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, as employer of ASSIGNOR, owns all right, title and interest in and to the Invention. ASSIGNOR, as consideration for ASSIGNOR's employment with ASSIGNEE, agreed to execute all the necessary documents in order to perfect and confirm ASSIGNEE's ownership in any inventions created or developed by ASSIGNOR during ASSIGNOR's employment with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment in order to confirm ASSIGNEE's ownership in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent or related legal rights which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE, effective as of the Effective Date first set forth above, the full and exclusive and non-revocable right, title and interest in and to the Invention, all patent applications related to the Invention, and all Letters Patent or related legal rights which may be granted from the Invention in the United States, including Letters Patent or related legal rights that may arise from a chain of applications including links such as revised filing of the application(s) referenced above, non-provisional applications claiming priority to any provisional applications listed above (if applicable), continuation applications, continuation-in-part applications, results from a reissue process, results from a re-examination process, or from any like process to any of the above for the full term or terms for which the Letters Patent or related legal rights may be granted.

2.2 ASSIGNOR also assigns all of ASSIGNOR's right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

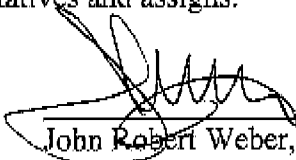
2.4 ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNOR further covenants that, upon ASSIGNEE's request, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent application relating to the Invention as may be reasonably necessary or desirable.

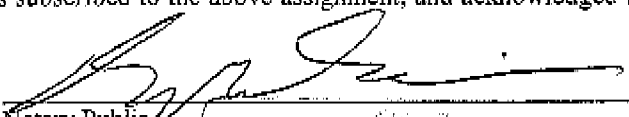
The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR's heirs, legal representatives and assigns.

10-12-2005
Date


John Robert Weber, Jr.

State of NEW YORK)
) SS:
County of SUFFOLK)

On this 12th day of OCTOBER, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared John Robert Weber, Jr., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.


Notary Public

My Commission Expires on DECEMBER 13th, 2008.

DOUGLAS P. DOWDLE
NOTARY PUBLIC - STATE OF NEW YORK
No. 01D06120199
Qualified in Suffolk County
My Commission Expires
December 13, 2008

Application Nos.: 11/113,843

PATENT

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment ("Assignment") shall be effective as of 10-12-05, 2005 ("Effective Date") by and between:

Fritz Heistermann, residing at 170 Village Lane, Hauppauge, NY 11788, United States of America ("ASSIGNOR"); and

Digital Grid, Inc., having a principal place of business at 8307 Six Forks Road, Suite 107, Raleigh, NC 27615, United States of America ("ASSIGNEE").

1.0 BACKGROUND

1.1 ASSIGNOR, through ASSIGNOR's employment with ASSIGNEE, as either employee or contractor, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States with title "SIGNAL DECODING APPARATUS AND METHOD", filed before execution of this assignment. The useful improvements include novel additions to the prior art including but not limited to those improvements specifically set forth in the attached claims. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, as employer of ASSIGNOR, owns all right, title and interest in and to the Invention. ASSIGNOR, as consideration for ASSIGNOR's employment with ASSIGNEE, agreed to execute all the necessary documents in order to perfect and confirm ASSIGNEE's ownership in any inventions created or developed by ASSIGNOR during ASSIGNOR's employment with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment in order to confirm ASSIGNEE's ownership in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent or related legal rights which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNOR sells, assigns and transfers to ASSIGNEE, effective as of the Effective Date first set forth above, the full and exclusive and non-revocable right, title and interest in and to the Invention, all patent applications related to the Invention, and all Letters Patent or related legal rights which may be granted from the Invention in the United States, including Letters Patent or related legal rights that may arise from a chain of applications including links such as revised filing of the application(s) referenced above, non-provisional applications claiming priority to any provisional applications listed above (if applicable), continuation applications, continuation-in-part applications, results from a reissue process, results from a re-examination process, or from any like process to any of the above for the full term or terms for which the Letters Patent or related legal rights may be granted.

2.2 ASSIGNOR also assigns all of ASSIGNOR's right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNOR further covenants that, upon ASSIGNEE's request, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation related to the Invention or any Letters Patent, patent application, or related legal rights, related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent application relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, ASSIGNOR's heirs, legal representatives and assigns.

10-12-05
Date

Fritz Heistermann
Fritz Heistermann

State of NEW YORK)
County of SUFFOLK) ss:

On this 12TH day of OCTOBER, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Fritz Heistermann, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

[Signature]
Notary Public

My Commission Expires on DECEMBER 13TH 2008.

