

12-16-2005

EXPRESS MAIL LABEL NO. EV626731247US

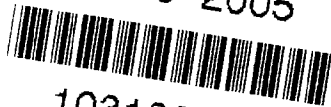
FORM PTO-1595  
(Rev. 06/93)

EET

U.S. Department of Commerce  
Patent and Trademark Office

OMB No. 0651-0011 (Exp. 04/94)

Attorney Docket No.: AIRP-00501



103138641

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Please record the attached original documents or copy thereof.

12-09-05

112959 U.S. PTO  
11/298901



120905

1. Name of conveying party(ies):  
David B. Lockton  
Mark K. Berner  
Mark J. Micheli  
Additional name(s) of conveying party(ies) attached.

2. Name and address of receiving party(ies):  
Airplay Network, Inc.  
600 Townsend, Suite 350 East  
San Francisco, CA 94103  
Additional name(s) and address(es) attached.

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other: \_\_\_\_\_  
Execution Date: December 9, 2005

4. Application number(s) or patent number(s):  
 This document is being filed together with a new application, the execution date of the application is: December 9, 2005  
 Patent Application Serial No.(s): filed on .  
 Patent No.(s): .  
 Additional numbers attached.

5. Name and address of party to whom correspondence concerning document should be mailed:  
Jonathan O. Owens  
HAVERSTOCK & OWENS LLP  
162 North Wolfe Road  
Sunnyvale, California 94086

6. Total number of applications and patents involved: 1.  
7. Total fee(s) [37 CFR §§ 1.21(h) and 3.41]:  
 Check(s) in the amount of \$2015.00 (the basic filing fee of \$1975.00 plus \$40.00 to cover the assignment recordation fee) enclosed.  
8. Authorization to Charge Additional Fees:  
 The Commissioner is hereby authorized to charge any additional fees or credit any overpayment associated with this communication and which may be required under 37 CFR §§ 1.21(h) and 3.41 to Deposit Account No. 08-1275.

9. 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.  
Dated: December 9, 2005                      Signature: Jonathan O. Owens  
Name: Jonathan O. Owens  
Reg. No.: 57,902

Total number of pages including cover sheet, attachments, and document: 4

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06 FC:8021                      40.00 OF

EXPRESS MAIL LABEL NO. EV626731247US

Attorney Docket No.: PATENT AIRP-00301

**ASSIGNMENT**

WHEREAS, WE, David B. Lockton, Mark K. Berner and Mark J. Michell, hereinafter referred to as "ASSIGNORS", have invented certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: A GAME OF SKILL PLAYED BY REMOTE PARTICIPANTS UTILIZING WIRELESS DEVICES IN CONNECTION WITH A COMMON GAME EVENT

Date of execution of application: \_\_\_\_\_ Filing Date: \_\_\_\_\_ Serial No.: \_\_\_\_\_

WHEREAS, Airplay Network, Inc., a corporation of the State of California, 600 Townsend, Suite 350 East, San Francisco, CA 94103, hereinafter referred to as "ASSIGNEE", is desirous of acquiring the entire right, title and interest in said invention and application and in any Letters Patent which may be granted on the same;

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Assignee, and Assignee's successors and assigns, all right, title and interest in and to said invention, said application for United States Letters Patent, and any Letters Patent which may hereafter be granted on the same in the United States and all countries throughout the world including any divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations or extensions thereof, said interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said Assignors had this assignment and transfer not been made, to the full end and term of any Letters Patent.

Assignors further agree that they will, without charge to said Assignee, but at Assignee's expense, cooperate with Assignee in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignee lawfully may request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, and to vest title thereto in said Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignors have hereunto signed their names to this assignment on the dates indicated below.

David B. Lockton  
David B. Lockton

12/09/05  
Date

\_\_\_\_\_  
Mark K. Berner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark J. Michell

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared David B. Lockton, Mark K. Berner, and Mark J. Michell

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SEAL

\_\_\_\_\_  
Signature of Notary Public

EXPRESS MAIL LABEL NO. EV626731247US

PATENT  
Attorney Docket No.: AIRP-00501

**ASSIGNMENT**

WHEREAS, WE, David B. Lockton, Mark K. Berner and Mark J. Micheli, hereinafter referred to as "ASSIGNORS", have invented certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: **A GAME OF SKILL PLAYED BY REMOTE PARTICIPANTS UTILIZING WIRELESS DEVICES IN CONNECTION WITH A COMMON GAME EVENT**

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NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Assignee, and Assignee's successors and assigns, all right, title and interest in and to said invention, said application for United States Letters Patent, and any Letters Patent which may hereafter be granted on the same in the United States and all countries throughout the world including any divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations or extensions thereof, said interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said Assignors had this assignment and transfer not been made, to the full end and term of any Letters Patent.

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IN TESTIMONY WHEREOF, Assignors have hereunto signed their names to this assignment on the dates indicated below.

\_\_\_\_\_  
David B. Lockton

\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
Mark K. Berner

*12/19/05*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark J. Micheli

\_\_\_\_\_  
Date

STATE OF California  
COUNTY OF Santa Clara

On December 19, 2005 before me, Miguel Mendoza, Notary Public  
personally appeared David B. Lockton, Mark K. Berner, and Mark J. Micheli  
 personally known to me - OR -  proved to me on the basis of

satisfactory evidence to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

*[Signature]*  
\_\_\_\_\_  
Signature of Notary Public

SEAL

EXPRESS MAIL LABEL NO. EV626731247US

PATENT  
Attorney Docket No.: AIRP-00501

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\_\_\_\_\_  
David B. Lockton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark K. Berner

\_\_\_\_\_  
Date

Mark J. Micheli  
\_\_\_\_\_  
Mark J. Micheli

12-8-05  
\_\_\_\_\_  
Date

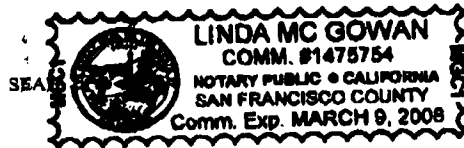
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On Dec 9, 2005 before me, LINDA MC GOWAN, NOTARY PUBLIC  
personally appeared David B. Lockton, Mark K. Berner, and Mark J. Micheli

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Linda McGowan  
\_\_\_\_\_  
Signature of Notary Public