

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| F-Mail Associates, L.P. | 10/31/1991 |
| RECEIVING PARTY DATA | |
| Name: | AudioFAX, Inc. |
| Street Address: | 2000 Powers Ferry Road |
| Internal Address: | Suite 200 |
| City: | Marietta |
| State/Country: | GEORGIA |
| Postal Code: | 30067 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 11426505 |
| CORRESPONDENCE DATA | |
| Fax Number: | (770)395-5921 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
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| Address Line 4: | Atlanta, GEORGIA 30346 |
| ATTORNEY DOCKET NUMBER: | C011.P001U6 |
| NAME OF SUBMITTER: | David S Kerven |

Total Attachments: 3
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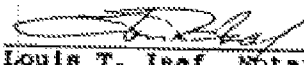
OP \$40.00 11426505

CERTIFIED TRUE COPY
UNITED STATES OF AMERICA

STATE OF GEORGIA

COUNTY OF FULTON

I, the undersigned Notary Public, certify that this is a true and complete copy of the Patent Assignment that it purports to be.


Louis T. Leaf, Notary Public
My Commission Expires 10/10/95

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ASSIGNMENT OF PATENT

THIS ASSIGNMENT OF PATENT is made, executed and delivered as of this 31st day of October, 1991, by F-MAIL ASSOCIATES, L.P. (herein called "Grantor") to AUDIOFAX, INC. (herein called "Grantee").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated October 31, 1991 between Grantor and Grantee (the "Purchase Agreement"), Grantor desires to transfer certain assets to Grantee; and

WHEREAS, Grantor, a California limited partnership, is the assignee of the Letters Patent of the United States more particularly described on Schedule 1 attached hereto and the inventions described therein (the "Patent"); and

WHEREAS, Grantor has undertaken to file a certain continuation application and certain foreign applications with regard to the Patent.

NOW, THEREFORE, in consideration of the payment of the purchase price as set forth in the Purchase Agreement, and other valuable consideration to Grantor in hand paid by Grantee, at or before the execution and delivery hereof, the receipt and sufficiency of which consideration is hereby acknowledged, Grantor has conveyed, granted, bargained, sold, transferred, assigned, delivered and confirmed, and by this Assignment of Patent does convey, grant, bargain, sell, transfer, set over, assign, deliver and confirm unto Grantee, its successors and assigns forever, all right, title and interest of Grantor in and to the Patent, together with any division, continuation, or reissue application as well as all foreign counterparts thereof and all Letters Patent issuing on any of said applications for Letters Patent, the same to be held and enjoyed by Grantee, its successors or assigns or other legal representatives, to the full ends of the terms of all said Letters Patent therefor which may be granted.

TO HAVE AND TO HOLD all said rights, privileges, properties and assets hereby assigned, transferred and conveyed unto Grantee, its successors and assigns, forever.

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AND, for consideration aforesaid, Grantor, by this Assignment of Patent does covenant, with Grantee, its successors and assigns, that Grantor, will do, execute and deliver or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney, and assurances, for the better assuring, conveying and confirming unto Grantee, its successors and assigns, all and singular the Patents hereby assigned, transferred and conveyed as Grantee, its successors or assigns, shall reasonably require.

Grantor hereby authorizes Grantee to make application for and to receive Letters Patent for said invention in any foreign country in Grantee's name or in Grantor's name, at Grantee's election.

This Assignment of Patent and the covenants and agreements herein contained shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Assignment of Patent to be executed in its name and under its seal as of the day, month and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

F-MAIL ASSOCIATES, L.P., a California limited partnership

By: Electronic Adventures, Inc., a California corporation, its General Partner

Witness

Notary Public

My commission expires:

(Notary Seal)

By: [Signature]
Name
(Print): James R. Kennedy
Title: President

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INDIVIDUAL ACKNOWLEDGMENT

State of California }
County of San Mateo } SS.

On this the 21st day of October 1991, before me,

Thomas E. Ciotti

the undersigned Notary Public, personally appeared

JAMES R. KENNEDY

personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Thomas E. Ciotti

Notary's Signature



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title or Type of Document Assignment
Number of Pages 2 Date of Document 10/31/91
Signer(s) Other Than Named Above _____

SCHEDULE 1

| <u>Title</u> | <u>Name of Inventor</u> | <u>Date Issued</u> | <u>Patent Number</u> |
|---|---------------------------------------|--------------------|----------------------|
| <u>PATENT</u> Facsimile Telecommunications System & Method | Richard J. Gordon James R. Kennedy | 2/19/91 | 4,994,926 |

RECORDED
PATENT AND TRADEMARK
OFFICE

JAN 24 1992

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