

08-10-2006

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FINANCE SECTION

To the Director of the U.S. Patent and Trademark Office

1. Name of conveying party(ies)

Scott W. Lewis

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

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

Execution Date(s) 10/30/05

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: 1st Telephony LLC

Internal Address:

Street Address: 654 N. Santa Cruz Ave, #C169

City: Los Gatos

State: CA

Country: U.S.A.

Zip: 95030

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5488411 ; 5325423 ; 5835126 ; 5612730

Additional numbers attached? ☐ Yes ☒ No

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

Name: Dr. Scott W. Lewis

Internal Address:

Street Address: 1st Telephony LLC,

654 N. Santa Cruz Ave., #C169

City: Los Gatos

State: CA

Zip: 95030

Phone Number: 408 691-7663

Fax Number: 408 317-1888

Email Address: SWLNETWORK@ATT.NET

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00

- ☐ 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

Authorized User Name

9. Signature:

Signature

10/31/05

Date

Scott W. Lewis

Name of Person Signing

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

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

Assignment Agreement

THIS ASSIGNMENT is made by SCOTT LEWIS (hereafter, "ASSIGNOR");

WHEREAS, ASSIGNOR is the owner of all rights, title and interest in United States Patent No. 5,325,423 entitled "Interactive multimedia communication system", including any divisional, continuation, continuation-in-part and foreign counterpart patents or applications (hereinafter the "Patent"); and

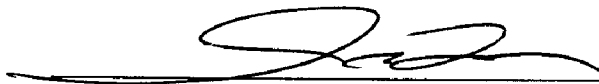
WHEREAS, 1ST TELEPHONY LLC, a California Limited Liability Company (hereinafter "ASSIGNEE"), is desirous of acquiring the Patent.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, and pursuant to an agreement by and between ASSIGNOR and ASSIGNEE, ASSIGNOR has sold, assigned, conveyed, delivered and transferred and does hereby sell, assign, convey, deliver and transfer to ASSIGNEE, and any future successors and assigns of ASSIGNEE, all right, title and interest in and to the Patent, together with accrued rights, including the right to bring suit for and to collect damages for any past infringement of the Patent and for any other cause of action arising from ASSIGNOR's ownership of the Patent including any violation by others of any federal or state tort or antitrust or unfair competition laws, and in and to any and all reissues, reexaminations and extensions of the Patent, these rights to be held and enjoyed by ASSIGNEE, for its own use and benefit and the use and benefit of its successors and assigns, to the end of the full term of the Patent, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this sale and assignment not been made.

AND for the same consideration, ASSIGNOR hereby represents and warrants to ASSIGNEE, its successors and assigns, that ASSIGNOR is the sole and lawful owner of the entire right, title and interest in and to the Patent above-mentioned, and that he has a full, unencumbered title to the Patent and to the inventions and discoveries above described, which title he warrants unto said ASSIGNEE, its successors and assigns, and that he has not executed and will not execute any document or instrument in conflict herewith.

IN WITNESS WHEREOF, ASSIGNOR has hereunto set his hand this twenty-ninth day of October 2005.

SCOTT LEWIS



Dated: October 29, 2005