

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Donald S FEUER	11/20/2006
RECEIVING PARTY DATA	
Name:	Centre One, Inc.
Street Address:	10 Via Tunas
City:	San Clemente
State/Country:	CALIFORNIA
Postal Code:	92673
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7068668
CORRESPONDENCE DATA	
Fax Number:	(816)474-3216
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	816-474-8100
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Correspondent Name:	Marcia Shutts, Spencer Fane Britt Browne
Address Line 1:	1000 Walnut, Suite 1400
Address Line 4:	Kansas City, MISSOURI 64106
ATTORNEY DOCKET NUMBER:	5013467-1 CENTREONE
NAME OF SUBMITTER:	Gerhard P. Shipley
Total Attachments: 11 source=5013467-1 ASS p1#page1.tif source=5013467-1 ASS p2#page1.tif source=5013467-1 ASS p3#page1.tif source=5013467-1 ASS p4#page1.tif source=5013467-1 ASS p5#page1.tif	

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ASSIGNMENT

WHEREAS, Donald S. Feuer (hereinafter referred to as "Assignor"), a resident of San Clemente, California, is the sole inventor of a certain new and useful Invention disclosed and claimed in U.S. Patent No. 7,068,668; and

WHEREAS, Assignor and Centre One, Inc. ("Assignee"), a corporation duly organized under the laws of the State of Nevada, having its principal place of business at 10 Via Tunas, San Clemente, California, have agreed that Assignee shall execute and record an assignment of said Patent subject to the terms of the Order of the Superior Court of the State of California, County of Orange, in Case No. 06CC09521 (the "Case"), a copy of which is attached hereto as Exhibit A (the "Order"):

NOW, THEREFORE:

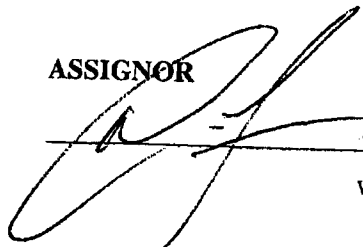
1. In compliance with the Order and under the conditions and limitations set forth in Section 2 below, Assignor does hereby assign unto Assignee the entire right, title, and interest in and to said Patent.

2. In accordance with the Order, if the Court at the conclusion of the Case denies a request for a mandatory injunction requiring Assignor to execute and record with the U.S. Patent Office an assignment of said Patent to Assignee, or if otherwise ordered by a Court of competent jurisdiction, Assignee shall execute and cause to be recorded with the U.S. Patent Office a reassignment to Assignor of the entire right, title, and interest in and to said Patent.

IN WITNESS WHEREOF, Assignor has hereunto set his hand and seal.

Date: 11/20/06

ASSIGNOR


WA 854167.1

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this 24th day of November 2006, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared Donald S. Feuer to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State foresaid on the day and year last above written.

Vern D. Boyer
Notary Public

My Commission Expires:

04/08/2010

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A PROFESSIONAL CORPORATION
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COPY FOR
CONFORMING

ON 11-20-06

DEPT. C
382 AM/PM

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16 Attorneys for Defendants
17 JERRY D. SIMMONS, MICHAEL
18 MATHIOUDAKIS, C. BRADFORD KELLY,
19 KINGDOM INVESTMENTS, LLC, PENNY McCOY,
20 and WILLIAM F. CODY

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA

22 COUNTY OF ORANGE

23 DONALD S. FEUER, an individual,
24 KATHLEEN L. FEUER, an individual,
25 CENTRE ONE, a Nevada Corporation,

26 Plaintiffs,

27 v.

28 JERRY D. SIMMONS, an individual,
MICHAEL MATHIOUDAKIS, an
individual, C. BRADFORD KELLY, an
individual, GENESIS INVESTMENTS,
LLC, an Indiana limited liability company,
KINGDOM INVESTMENTS, LLC, a
Nevada limited liability company, PENNY
McCOY, an individual, WILLIAM F.
CODY, an individual, NICHOLAS E.
MATHIOUDAKIS, an individual, and
DOES 1 through 25, inclusive,

Defendants.

AND RELATED CROSS-ACTION

20567:6535748.3

Case No. 06CC09521

**[PROPOSED] STIPULATED
TEMPORARY RESTRAINING ORDER,
AND CONTINUANCE OF MOTION FOR
PRELIMINARY INJUNCTION AND
MOTION TO DISQUALIFY**

Date: November 1, 2006
Time: 10:00 a.m.
Dept: C04
Judge: Gail A. Andler

Date Complaint Filed: August 30, 2006
Trial Date: None

**[PROPOSED] STIPULATED TEMPORARY RESTRAINING ORDER, AND CONTINUANCE OF MOTION
FOR PRELIMINARY INJUNCTION AND MOTION TO DISQUALIFY**

Exhibit A

1 Cross-Complaints and Defendants Jerry D. Simmons, C. Bradford Kelly, Kingdom
2 Investments, LLC, William F. Cody, and Michael Mathioudakis (collectively, "Cross-
3 Complainants"), on the one hand, and Plaintiffs and Cross-Defendants, Donald S. Feuer and
4 Kathleen S. Feuer (collectively, the "Feuers"), on the other hand, (Cross-Complainants and the
5 Feuers are collectively referred to as the "Parties") by and through their respective counsel of
6 record, stipulate to the entry of the following Temporary Restraining Order and to continue the
7 hearing dates on Cross-Complainants' Motion for Preliminary Injunction and Motion to
8 Disqualify Stradling, Yocca, Carlson & Rauth, both of which are currently noticed to be heard on
9 November 17, 2006:

10 TEMPORARY RESTRAINING ORDER

11 Pending hearing and ruling on Cross-Complainants' Motion for Preliminary
12 Injunction, which was noticed for November 17, 2006, but has been continued by stipulation to
13 December 15, 2006, and without any prejudice to the Feuers in opposing Cross-Complainants'
14 Motion for Preliminary Injunction, the Parties stipulate and agree that:

15 1. (a) Plaintiff and Cross-Defendant Donald S. Feuer shall, within five (5)
16 business days following the Court's entry of this Stipulated Order, execute and cause to be
17 recorded with the United States Patent and Trademark Office ("PTO") an assignment of the title
18 to U.S. Patent No. 7,068,668 (the "Patent") in the name of Centre One. Said assignment shall
19 remain on record with the PTO during the pendency of this litigation; provided, however, that
20 should the Court at the conclusion of this litigation deny Cross-Complainants' request for a
21 mandatory injunction requiring Donald S. Feuer to execute and record with the PTO an
22 assignment of the title to the Patent in the name of Centre One, Centre One shall, within five (5)
23 business days following the final judgment denying such mandatory injunction, execute and cause
24 to be recorded with the PTO a reassignment of the title to the Patent in the name Donald S. Feuer;

25 1. (b) Plaintiff and Cross-Defendant Donald S. Feuer is restrained and enjoined,
26 either in his name or the name of Centre One, from transferring any interest in, making any
27 promises to convey or offering any interest in the Patent without the prior unanimous approval by
28 Centre One's Board of Directors; provided, however, that such approval by Board members shall
20567:6535748.3

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[PROPOSED] STIPULATED TEMPORARY RESTRAINING ORDER, AND CONTINUANCE OF MOTION
FOR PRELIMINARY INJUNCTION AND MOTION TO DISQUALIFY

1 not be unreasonably withheld, particularly with respect to (1) Centre One's negotiating or
2 entering into a contingency fee agreement with attorneys for the purpose of enforcing the Patent
3 against or licensing the Patent to third parties, and (2) offering or executing a license under the
4 Patent to third parties for valuable consideration to Centre One;

5 2. Plaintiffs and Cross-Defendants Donald S. Feuer and Kathleen L. Feuer are
6 restrained and enjoined from transferring or agreeing to transfer or promising to transfer or issue
7 any shares of stock in Centre One or options or warrants for the purchase of such shares, except
8 as permitted by and pursuant to the Shareholder Rights Agreement dated January 9, 2006 and
9 signed by Donald S. Feuer, or without the prior unanimous approval by Centre One's Board of
10 Directors; and

11 3. Plaintiffs and Cross-Defendants Donald S. Feuer and Kathleen L. Feuer are
12 restrained and enjoined from incurring any future financial obligation of any kind in the name of
13 or on behalf of Centre One without the prior unanimous approval by Centre One's Board of
14 Directors.

15 IT IS SO STIPULATED.

16 CONTINUANCE OF HEARINGS ON MOTIONS

17 The Parties, by and through their counsel of record, further agree and stipulate that
18 the hearings, including the time to file and serve all opposition and reply papers, shall be
19 continued to, and based upon, the following hearing dates:

20 Motion for Preliminary Injunction shall be heard on December 15, 2006; and

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1 Motion to Disqualify Stradling, Yocca, Carlson & Rauth shall be heard on December 1, 2006.

2 IT IS SO STIPULATED.

3 Dated: November 1, 2006

STEEFEL, LEVITT & WEISS
A Professional Corporation

4
5 By: Stephen S. Mayne
6 Stephen S. Mayne
7 Attorneys for Defendants
JERRY D. SIMMONS, et al.

8 Dated: November 2, 2006

STRADLING YOCCA CARLSON &
RAUTH

9
10 By: Steven M. Hanle
11 Steven M. Hanle
12 Jennifer A. Trusso
13 Attorneys for Plaintiffs DONALD S. FEUER
14 and KATHLEEN L. FEUER

15 IT IS SO ORDERED.

16 Dated: November ____, 2006

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18 _____
19 Hon. Gail A. Andler
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PROOF OF SERVICE

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is STRADLING YOCCA CARLSON & RAUTH, 660 Newport Center Drive, Suite 1600, Newport Beach, CA 92660. On November 2, 2006, I served the within document(s):

[PROPOSED] STIPULATED TEMPORARY RESTRAINING ORDER, AND
CONTINUANCE OF MOTION FOR PRELIMINARY INJUNCTION AND MOTION TO
DISQUALIFY

- ☐ I sent such document from facsimile machine on November 2, 2006. I certify that said transmission was completed and that all pages were received and that a report was generated by facsimile machine which confirms said transmission and receipt. I, thereafter, mailed a copy to the interested party(ies) in this action by placing a true copy thereof enclosed in sealed envelope(s) addressed to the party(ies) listed below.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Newport Beach, CA addressed as set forth below.
- ☒ by electronic mail in pdf format to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above in a sealed FEDERAL EXPRESS package for overnight delivery at Newport Beach, California addressed as set forth below.

SEE ATTACHED SERVICE LIST

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made.

Executed on November 2, 2006, at Newport Beach, California.



Terry L. Kuester

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SERVICE LIST

Feuer, Centre One
v.
Simmons, et al.

Superior Court of the State of California
County of Orange
Case No. 06CC09521

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KINGDOM INVESTMENTS, LLC; PENNY McCOY; and
WILLIAM F. CODY

INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement (this "Agreement") is made and entered into as of February, 2006 (the "Effective Date") between Centre One Incorporated, a Nevada limited corporation ("Centre One"), and Donald S. Feuer ("Feuer").

1. DEFINITIONS.

1.1 "VOIP Patent" means the technology and claims listed on application number: 09/479,736 filed by Feuer with the U.S. Patent and Trademark Office, including all amendments, extensions and rights thereunder.

1.2 "VOIP Technology" means any other voice over internet protocol products, equipment, software, designs, plans or inventions designed or conceived by Feuer. As used herein, the term "VOIP Technology" includes the VOIP Patent and any continuations in part or modifications thereof, whether or not patentable.

1.3 "Intellectual Property Rights" means any idea, design, patent, patent application, patent rights, trademark, copyright, internet domain, trade secret or any other right relating to any of the VOIP Technology, including but not limited to the names Centre One and CentreCom.

2. ASSIGNMENTS, LICENSES.

2.1 Feuer hereby transfers and assigns to Centre One all of Feuer's right, title and interest in any Intellectual Property Rights in the VOIP Technology. Such transfer shall include the right to bring suit in respect of infringement, any license fees derived in settlement thereof and any other claims, damages or benefits derived from the VOIP Technology. In addition, during the longer of: (a) five (5) years from the date hereof and (b) the period during which Feuer remains a shareholder of Centre One, Feuer hereby assigns all right, title and interest in and to any new version or modification of the VOIP Technology made by or with the assistance of Feuer to Centre One without additional consideration. To the extent that any such rights cannot be assigned for any reason, Feuer hereby grants a perpetual, royalty-free, worldwide license to use in any manner, any of the foregoing technology, inventions or rights.

2.2 Each party hereby agrees to execute such documents and to take such other actions as shall be necessary or appropriate to effectuate the assignments and licenses set forth in this Section 2.

3. REPRESENTATIONS AND WARRANTIES BY FEUER.

Feuer makes the following representations and warranties to Centre One, each of which will survive the Effective Date:

3.1 There are no US or foreign patents or patent applications for the VOIP Technology owned or controlled by Feuer filed prior to the Effective Date which claim VOIP Technology or VOIP Technology other than as set forth in Exhibit A, nor does Feuer have any present intention to make such filings.

3.2 Feuer is not aware of any third party rights of any kind affecting the validity or, upon issuance, the enforceability of any patents in connection with the Intellectual Property Rights. To Feuer's knowledge, the Intellectual Property Rights are not the subject of any pending infringement, interference, cancellation or other protest proceeding.

4. TECHNOLOGY TRANSFER.

Feuer and Centre One will cooperate in the filing and execution of any and all documents necessary to effectuate the assignment to Centre One of the Intellectual Property Rights, including the filing of assignments or other transfer of title covenants with the U.S. Patent and Trademark Office and foreign patent offices as applicable to the Intellectual Property Rights. When expedient, Feuer will notify all attorneys handling the prosecution of the Intellectual Property Rights to contact the Centre One Patent Department to provide an immediate status update on the Intellectual Property Rights and to prepare the documents necessary to transfer the Intellectual Property Rights.

to Centre One. The cost of recording assignments of the Intellectual Property Rights will be borne by Centre One. Feuer and its counsel will use their reasonable best efforts to transfer all files and supporting documents relating to the Intellectual Property Rights to Centre One, including but not limited to, all initial invention disclosure documents, all documents sent to the U.S. Patent and Trademark Office regarding inventions and claims, all draft patent applications, all filing or prosecution documents submitted to the patent offices, and all file wrappers. Conception notebooks and all other documents in the possession or under the control of Feuer or its counsel relating to conception and/or reduction to practice, such as scientist notebooks shall be obtained in accord with Feuer's ordinary document retention and made available to Centre One upon Centre One's reasonable request.

5. PATENT MAINTENANCE AND PROSECUTION RESPONSIBILITIES.

5.1 On and after the Effective Date, Centre One will take responsibility for any action or proceeding involving Intellectual Property Rights. The cost of recording the assignment of Intellectual Property Rights shall be borne solely by Centre One.

5.2 ENFORCEMENT OF PATENTS. Except as otherwise set forth in this Section, Centre One may, but shall not be required to, prosecute any alleged infringement or threatened infringement of any assigned Patent Right(s) of which it is aware or which is brought to its attention. Centre One shall act in its own name and at its own expense.

6. INDEMNITY AND WARRANTY.

6.1 INDEMNITY BY CENTRE ONE. Centre One will indemnify, save, defend and hold Feuer and its agents, directors and employees harmless from and against any and all suits, claims, actions, demands, liabilities, expenses and/or loss, including legal expenses and attorneys fees, resulting from (i) a third party claim relating to the infringement or purported infringement of the Intellectual Property Rights but excluding therefrom any claim by a third party under a license or purported license from Feuer (for which Feuer has agreed to indemnify the Company pursuant to Section 6.2(i) (ii) CentreOne's use of or exercise of the Intellectual Property Rights on or following the Effective Date, including any licensee or sublicense of CentreOne and (iii) any breach of any of CentreOne's covenants, representations and warranties contained herein.

6.2 WARRANTY. Feuer warrants that he has sufficient right and title to enter into and to perform its obligations under this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES DISCLAIM ALL WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF VALIDITY, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

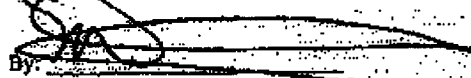
7. CONSIDERATION. The transfer hereunder is made in connection with the formation of Centre One and its operating agreement and is intended to constitute a transaction pursuant to Section 351 of the Internal Revenue Code. Feuer shall receive the 502,143 shares of common stock of Centre One as consideration for the transfer hereunder as indicated in the Shareholders Agreement of the Company dated the date hereof.

8. THIRD PARTY BENEFICIARIES. The holders of any shares of common stock of the Company, other than Feuer and his assigns, are hereby designated as intended third party beneficiaries of this Agreement and shall have the express right to enforce the rights of the Company pursuant to this Agreement.


9. MISCELLANEOUS. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary to continue to effect the intent of the parties, and this Agreement shall otherwise remain in full force and effect and enforceable. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. This Agreement shall be governed by the laws of the State of California, excluding conflicts of law principles. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. This Agreement may be signed in one or more counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first indicated above.

CENTRE ONE, INCORPORATED


By: _____
Michael Mathioudakis, a Director

On behalf of Feuer:



Donald S. Feuer