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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)

Chih-Yuan Liu
529 Chungshan Road
Chu-Pei City, Hsinch Hsien
Taiwan, R.O.C.

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

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

Execution Date(s) October 12, 2006

- ☒ 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: Transpacific Infrared, LLC

Internal Address: _____

Street Address: 2711 Centerville Road Ste. 400

City: Wilmington

State: Delaware

Country: U.S.A. Zip: 19808

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

4. Application or patent number(s):

A. Patent Application No.(s)

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

B. Patent No.(s)

5480306

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert Chang

Internal Address: _____

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City: Lake Oswego

State: Oregon Zip: 97035

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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)

8. Payment Information

a. Credit Card Last 4 Numbers 1003
Expiration Date 11/08

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

March 19, 2007
Date

Robert Chang Reg. No. 48,765

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 (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 5480306

EXHIBIT B**ASSIGNMENT OF PATENT RIGHTS**

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Chih-Yuan Liu, a citizen of the Republic of China with his primary residence at 529 Chungshan Road, Chu-Pei City, Hsinchu Hsien, Taiwan ("**Assignor**"), does hereby sell, assign, transfer and convey unto Transpacific Infrared, LLC a limited liability company organized under the laws of the State of Delaware, U.S.A. having a registered address of 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, U.S.A. with its principal office at 10th Fl -1A., No 207, Dun Hua N. Road, Taipei, Taiwan, R.O.C. ("**Assignee**"), all of Assignor's right, title and interest in and to the patent applications and patents listed in **Attachment 1**, any patents, registrations, or certificates of invention issuing on any patent applications listed in **Attachment 1**, the invention disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "**Patent Rights**");
2. Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, (iii) it has full power and authority and has obtained all relevant consents and authorizations to make the present assignment; and (iv) none of the Patent Rights have been or are currently involved in any reexamination, reissue, interference proceeding, invalidation proceeding or any similar proceeding and that no such proceedings are pending or threatened. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.
3. Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights, title and interest it has: (i) in and to causes of action and enforcement rights for the Patent Rights, including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.
4. Assignor will, at the reasonable request of Assignee and with good faith negotiation regarding any further consideration therefore, do all things necessary, proper, or

advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

5. The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Taipei, Taiwan on October 12, 2006.

ASSIGNOR

By: Chih-Yuan Liu

Name: Chih-Yuan Liu

Attachment 1

Patent No.	Application No.	Title	Country	Filing Date
5,480,306	213744	Language learning apparatus and method utilizing optical code as input medium	US	1994/3/16
ZL93114522.8	CN93114522.8	Analog-sound converter and realizing method	CN	1993/11/20