

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Kelly C. Sparks	05/02/2007
David A. Gust	05/04/2007

RECEIVING PARTY DATA

Name:	Drakez Tokaj Rt. L.L.C.
Street Address:	1209 Orange Steet
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	60776776
Application Number:	11709704
PCT Number:	US0705036

CORRESPONDENCE DATA

Fax Number: (202)371-2540

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: eyee@skgf.com

Correspondent Name: Sterne, Kessler, Goldstein & Fox P.L.L.C

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Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

2222.6450000|1/645PC01

NAME OF SUBMITTER:

Edward W. Yee

Total Attachments: 8

PATENT

500311599

REEL: 019538 FRAME: 0783

OP \$120.00 60776776

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Kelly ^{KCS} Sparks, an individual, residing at 5124 Killarney Hope Drive, Raleigh, NC 27613 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Drakez Tokaj Rt. L.L.C., a Delaware limited liability company, with an address at 1209 Orange Street, Wilmington, DE 19801 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), 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;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
11/709,704	US	2/23/2007	Physical Digital Media Delivery Kelly C. Sparks, David A. Gust
PCT/US07/005036	WO	2/26/2007	Physical Digital Media Delivery Kelly C. Sparks, David A. Gust

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding 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 will 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. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

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

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____
on May 2, 2007.

ASSIGNOR:

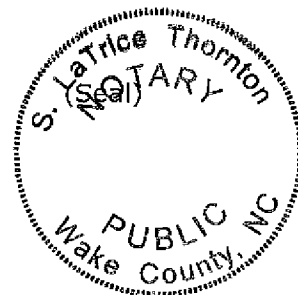
Kelly C. Sparks
(Kelly C. Sparks, Signature *MUST* be notarized)

STATE OF North Carolina
COUNTY OF Wake) ss.

On May 2, 2007, before me, S. LaTrice Thornton,
Notary Public in and for said State, personally appeared Kelly Clark Sparks,
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within instrument and acknowledged to me
that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____



My Commission Expires 11-22-2009.

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, David A. Gust an individual, residing at 13543 Banana Bay Drive, Winter Garden, FL 34787 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Drakez Tokaj Rt. L.L.C., a Delaware limited liability company, with an address at 1209 Orange Street, Wilmington, DE 19801 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**");

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IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____
on May 4, 2007.

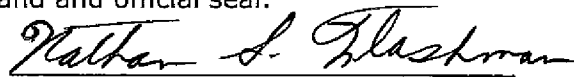
ASSIGNOR:

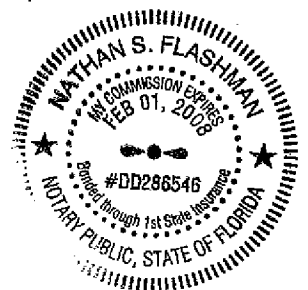

(David A. Gust, Signature *MUST* be notarized)

STATE OF FL)
COUNTY OF Orange) ss.

On May 4th 2007, before me, Nathan S. Flashman
Notary Public in and for said State, personally appeared David A. Gust,
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within instrument and acknowledged to me
that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)



ASSIGNMENT OF RIGHTS IN CERTAIN ASSETS

For good and valuable consideration, the receipt of which is hereby acknowledged, Kelly ^{KS} Sparks, an individual, residing at 5124 Killarney Hope Drive, Raleigh, NC 27613, ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Drakez Tokaj Rt. L.L.C., a Delaware limited liability company, with an address at 1209 Orange Street, Wilmington, DE 19801 ("**Assignee**"), or its designees, the right, title, and interest in and to any and all of the following provisional patent applications, patent applications, patents, and other governmental grants or issuances of any kind (the "**Certain Assets**"):

Patent or application no.	Country	Filing Date	Title of Patent and Inventors
60/776,776	US	2/24/2006	Physical Digital Media Delivery Kelly C. Sparks, David A. Gust

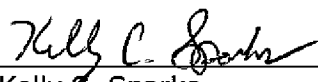
Assignor assigns to Assignee all rights to the inventions, invention disclosures, and discoveries in the assets listed above, together, with the rights, if any, to revive prosecution of claims under such assets and to sue or otherwise enforce any claims under such assets for past, present or future infringement.

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The terms and conditions of this Assignment of Rights in Certain Assets will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

DATED this 2 day of MAY 2007.

ASSIGNOR:


 Kelly C. Sparks

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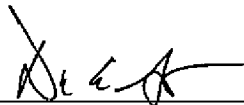
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DATED this 4th day of Mar 2007.

ASSIGNOR:



David A. Gust