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103428499

 1. Name of conveying party(ies):
 FoneFriend Systems, Inc., Washington, DC

2. Name and address of receiving party(ies):

Name: Sony Corporation

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

Internal Address:

3. Nature of conveyance:

Street Address: 1-7-1 Konan Minato-ku

☒ Assignment

☐ Merger

City: Tokyo

☐ Security Agreement

☐ Change of Name

Country: Japan

Zip Code: 141-0001

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9494, Confirmatory License

☐ Other:

Additional name(s) & Address(es) attached?

☐ Yes

☒ No

Execution Date: June 27, 2007

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application: [Type appropriate information]

A. Patent Application Number(s):

[Text]

B. Patent Number(s):

6,377,570

6,671,272

7,106,726

Additional numbers attached?

☐ Yes

☒ No

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

6. Total number of applications and patents involved: 3

Name: Michael R. Kelly

7. Total fee (37 CFR 1.21(h) and 3.41): \$120.00

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

☒ Enclosed (Please charge deficiency or credit overpayment to deposit account 06-0916)

Street Address: 901 New York Avenue, N.W.

☐ Authorized to be charged to deposit account

City: Washington, D.C.

State: Zip: 20001-4413

8. Deposit Account No.: 06-0916

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Signed:

Michael R. Kelly

July 16, 2007

Date

Total number of pages including cover sheet, attachments and documents: 5

5/2006

07/19/2007 DBYRNE 00000018 6377570

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(120.00 OP)

 PATENT
 REEL: 019640 FRAME: 0409

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, FoneFriend Systems, Inc., a District of Columbia corporation having offices at 3524 Rittenhouse Street NW, Washington, DC 20015, ("*Assignor*"), does hereby sell, assign, transfer, and convey unto Sony Corporation, a Japanese company, with an address at 1-7-1 Konan Minato-ku, Tokyo 141-0001, Japan ("*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;

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(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

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- (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), with exception of those rights retained by Seller with respect to the VRI License Agreement.

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
[Patent numbers]	[Country]	[Filing date(s)]	[Title of patent and name of first named inventor]
US 6,377,570	US	3/9/1998	Internet Switch Box, System and Method for Internet Telephony Faramarz Vaziri
US 6,671,272	US	12/6/2001	Internet Switch Box, System and Method for Internet Telephony Faramarz Vaziri
US 7,106,726	US	7/18/2003	Internet Switch Box, System and Method for Internet Telephony Faramarz Vaziri

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.

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.

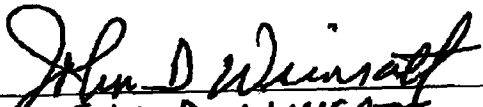
Assignor will, at the reasonable request of Assignee and with further consideration, as appropriate, therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents 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.

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 Washington
DC on June 27, 2007

ASSIGNOR:

FoneFriend Systems, Inc.

By: 
Name: JOHN D. WINSATT
Title: PRESIDENT
(Signature MUST be notarized)

STATE OF District of Columbia

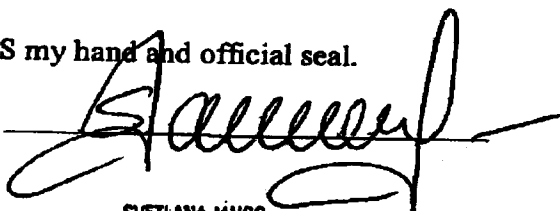
COUNTY OF _____)

SS.

On 06/27/2007, before me, Svetlana Janco,
Notary Public in and for said State, personally appeared John D. Wimsatt,
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)

SVETLANA JANCO
Notary Public District of Columbia
My Commission Expires May 14, 2011