

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|--|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Soundstarts, Inc. | 10/31/2005 |
| RECEIVING PARTY DATA | |
| Name: | NQP Industries |
| Street Address: | 2215-B Renaissance Drive, Suite 5 |
| City: | Las Vegas |
| State/Country: | NEVADA |
| Postal Code: | 89119 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| PCT Number: | US0013461 |
| Patent Number: | 6516340 |
| Patent Number: | 6868435 |
| Application Number: | 11082160 |
| CORRESPONDENCE DATA | |
| Fax Number: | (503)796-2900 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 503-222-9981 |
| Email: | patent@schwabe.com |
| Correspondent Name: | Schwabe, Williamson & Wyatt, P.C. |
| Address Line 1: | Pacwest Center, Suites 1600-1900 |
| Address Line 2: | 1211 SW Fifth Avenue |
| Address Line 4: | Portland, OREGON 97204 |
| ATTORNEY DOCKET NUMBER: | 115479 |
| NAME OF SUBMITTER: | Robert C. Peck |

CH \$160.00 US0013461

Total Attachments: 4

source=NQP_Assignment_Soundstarts#page1.tif

source=NQP_Assignment_Soundstarts#page2.tif

source=NQP_Assignment_Soundstarts#page3.tif

source=NQP_Assignment_Soundstarts#page4.tif

ASSIGNMENT OF PATENT RIGHTS SOUNDSTARTS, INC.

For good and valuable consideration, the receipt of which is hereby acknowledged, SoundStarts, Inc., a California corporation having offices at 380 Carpenteria Road, Aromas, CA., 95004 ("Assignor"), does hereby sell, assign, transfer and convey unto NQP Industries, a Nevada limited liability company, having an office at 2215-B Renaissance Drive, Suite 5 Las Vegas, NV 89119 ("Assignee"), or its designees, all right, title and interest that exist today and may exist in the future in and to all of the following (the "Patent Rights"): (a) the provisional patent applications, patent applications and patents listed below, (b) all patents or patent applications to which any of the foregoing claim priority, and (c) current or future rights to (i) provisional patent applications, patent applications, and patents of any kind relating to any inventions and discoveries described in any provisional patent applications, patent applications and patents listed below; (ii) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications; and divisions of such patents and applications; and (iii) foreign counterparts to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants; (d) the rights to all inventions and discoveries described in any provisional patent application, patent application or patent listed below and all other rights arising out of such inventions and discoveries; (e) 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 of any type related to the any of the foregoing categories (a), (b), (c) and (d), 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; (f) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under the provisional patent applications, patent applications and patents listed below and/or under or on account of any of the foregoing categories (b), (c) and/or (d) to

- (i) damages,
- (ii) injunctive relief and
- (iii) other remedies of any kind

for past, current and future infringement; and

(g) all rights to collect royalties and other payments under or on account of any of the foregoing.

Exhibit B

| <u>Patent or Application No.</u> | <u>Country</u> | <u>Filing Date</u> | <u>Title and Inventor(s)</u> |
|----------------------------------|----------------|--------------------|--|
| 6,516,340 | USA | 7/08/1999 | <i>Method and apparatus for creating and executing internet based lectures using public domain web pages, Boys</i> |
| 6,868,435 | USA | 02/03/2003 | <i>Method and apparatus for creating and executing internet based lectures using public domain web pages, Boys</i> |
| 11/082,160 | USA | 03/15/2005 | <i>Method and apparatus for creating and executing internet based lectures using public domain web pages, Boys</i> |
| PCT/US00/13461 | PCT | 05/16/2000 | <i>Method and apparatus for creating and executing internet based lectures using public domain web pages, Boys</i> |

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, make the assignments, and to carry out its obligations under this Assignment of Patent Rights;

(2) Assignor owns 49% or the 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

Exhibit B

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 that may be granted upon any of the Patents Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor shall, 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 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.

The terms and conditions of this Assignment of Patent Rights 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 Palo Alto, CA.
on 10/31/05

ASSIGNOR

By: [Signature]

Name: Mark A. Boys

Title: CEO SoundStarts, Inc.

(Signature MUST be notarized)

STATE OF California)
COUNTY OF Monterey) ss.

On October 31st 2005, before me, JARET ADAM MANGUS,
Notary Public in and for said State, personally appeared MARK A. BOYS,
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 [Signature]

(Seal)

