

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Roger Marx Desenberg	12/20/2007
RECEIVING PARTY DATA	
Name:	RMD IP LLC
Street Address:	200 Central Park South, 16K
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7139732
CORRESPONDENCE DATA	
Fax Number:	(646)365-4368
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	718-701-4977
Email:	roger@desenberg.com
Correspondent Name:	Roger Marx Desenberg
Address Line 1:	750 N. Tamiami Trail, 404 Suite 404
Address Line 4:	Sarasota, FLORIDA 34236
NAME OF SUBMITTER:	Roger Marx Desenberg
Total Attachments: 4 source=PatentAssignmentSignedDec21_2007#page1.tif source=PatentAssignmentSignedDec21_2007#page2.tif source=PatentAssignmentSignedDec21_2007#page3.tif source=PatentAssignmentSignedDec21_2007#page4.tif	

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PATENT
REEL: 020279 FRAME: 0723

Patent Assignment Agreement

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement") is entered as of the 20th day of December 2007 ("EFFECTIVE DATE") by and between Roger Marx Desenberg, with offices at 750 N Tamiami Trail, Suite 404, Sarasota, FL 34236 ("RMD"), and RMD IP LLC, with offices at 200 Central Park South, 16K, New York, NY 10019 ("RMD-IP").

WHEREAS, RMD owns United States Patent No. 7,139,732 ("Patent 732") and desires to assign all right, title and interest in and to Patent 732 to RMD-IP; and

WHEREAS, RMD-IP desires to accept assignment of Patent 732 in accordance with this terms and conditions of this Agreement;

WHEREAS RMD has received loans, and investment funds to enhance the value and progress the Patent 732 related businesses;

WHEREAS RMD has a fiduciary responsibility to Patent 732 investors;

WHEREAS this patent assignment agreement is required to protect investor interests in Patent 732 businesses;

WHEREAS, Patent 732 includes a bundle of rights from the USPTO (United States Patent & Trademark Office) including the right to exclude others from using the method protected by Patent 732, the right to continuing applications, and extensions;


WHEREAS it is advantageous for RMD, RMD-IP, and their investors, associates, shareholders, contractors, employees, and management to separate the functions of enforcing and defending the legal rights granted to Patent 732 between the functions of managing and selling the cash flow of Patent 732;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, RMD-IP and RMD agree as follows:

1. ASSIGNMENT.

1.1 RMD hereby assigns to RMD-IP exclusively throughout the world all right, title and interest (whether or not now existing) in and to: (a) Patent 732 and all associated patent rights, domestic and foreign, (b) all related domestic and foreign patent applications (and any resulting patents), patent disclosures, reissuances, continuations, continuations-in-part, divisionals, revisions, extensions, and reexaminations thereof, (c) all accompanying worldwide intellectual and industrial property rights, and (d) all right, title and interest RMD has in and to all causes of action and enforcement rights, if any, whether currently pending, filed, or otherwise, for Patent 732, including without limitation, all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of Patent 732 (subsection (a), (b) (c) and (d) collectively the "INTELLECTUAL PROPERTY") (the "Assignment").

RMD Initials



RMD-IP Initials



Notary Initials



Page 1 of 1

1.2 In the event RMD-IP (a) becomes the subject of any voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing, whatever Intellectual Property owned by RMD-IP at the time of such event shall automatically be assigned to RMD, subject to any licenses granted therein by RMD-IP.

1.3 In the event RMD (a) becomes the subject of any voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing, whatever Intellectual Property owned by RMD at the time of such event shall automatically be assigned to RMD-IP, subject to any licenses granted therein.

2. OBLIGATIONS

RMD-IP will exuberantly enforce all rights of Patent 732, including but not limited to:

- identifying all infringing companies, including infringing companies owned by RMD, RMD-IP or its partners, associates, or investors that are using methods that infringe on Patent 732 that are not paying appropriate minimum license fees and penalties as dictated by the appropriate Patent 732 license agreement, which in all cases is at minimum 7% of the revenue from all the leads involving services and labor generated by the infringing company;

- strategically notifying the identified infringing companies, requesting settlement, and if necessary the filing of legal suit against the identified infringing organizations if appropriate fees are not paid within a timely manner;

- providing appropriate information to news sources and public relations sources that will directly or indirectly help persuade infringers to settle;

- negotiating and writing license agreements for Patent 732 technology and provide the training and resources necessary to train others to negotiate and license Patent 732 technology;

- continue prosecuting the continuing application of Patent 732 technology with the USPTO;


- design and direct the building and implementation of businesses, software, or hardware, or Internet presence(s) that will aid the legal and defense initiatives involved in enforcing and defending rights granted to Patent 732, and more specifically the right to exclude others from using Patent 732 technology whom do not have a valid license agreement for Patent 732 technology.

RMD represents and warrants to RMD-IP that RMD (a) is the sole owner (other than RMD-IP) of all rights, title and interest in the Intellectual Property, as not assigned, transferred, licensed, pledged or otherwise encumbered any of the Intellectual Property or agreed to do so, (c) has full power and authority to enter into this Agreement and to make the assignment as provided in


Section 1.1, (d) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property.

INDEMNIFICATION.


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Page 2 of 4

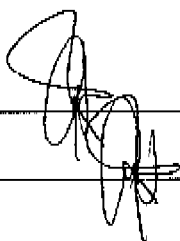
Patent Assignment Agreement

RMD shall defend (with legal counsel selected and retained by RMD), indemnify and hold harmless RMD-IP, its directors, officers, employees, agents and their respective successors, assigns and heirs ("INDEMNITEES") against any and all claims, suits and legal actions by any third party ("Pers-Claims"), arising from personal communications, business dealings, interactions, agreements, or other types of communication experienced by the third party with RMD, or for business dealings concerning Patent 732, whether it was intended for professional or personal or other purposes.

7. MISCELLANEOUS. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally, mailed by first-class, registered or certified U.S. mail, postage prepaid, or by traceable express courier, to the respective addresses of the parties as set forth above (or such other address as a party may designate by ten (10) days notice). This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty or ambiguity shall not be interpreted against any party. The language of all parts of this Agreement shall in all cases be construed simply, according to fair meaning, and not strictly for or against any of the parties hereto. The paragraph headings in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. 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 so that this Agreement shall otherwise remain in full force and effect and enforceable.

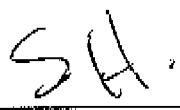
This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that 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.

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Page 3 of



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR - Roger Marx Desenberg

ASSIGNEE: RMD-IP

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

State of New York
County of New York

I, the undersigned, a Notary Public in Sarasota, Florida,

DO HEREBY
CERTIFY THAT

Roger Marx Desenberg

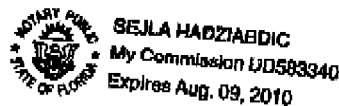
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

Roger Marx Desenberg

signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of Dec-, 2007

Signature of Notary Public
(Seal)



SEJLA HADZABDIC
Printed Name of Notary

My commission expires on Aug. 9, 2010

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Notary Initials _____

RMD-IP Initials _____

Page 4 of 4
Patent Assignment Agreement