

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Wireless Online, Inc.	07/15/2002

RECEIVING PARTY DATA

Name:	Sherwood Partners, Inc.
Street Address:	101 University Avenue
Internal Address:	Suite 100
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	5953639
Patent Number:	6128472
Patent Number:	6097931
Patent Number:	6016421
Patent Number:	5784031
Patent Number:	6366195

CORRESPONDENCE DATA

Fax Number: (312)913-0002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-913-0001
Email: docketing@mbhb.com
Correspondent Name: McDonnell Boehnen Hulbert & Berghoff LLP
Address Line 1: 300 S. Wacker Drive, Suite 3100
Address Line 2: Robert J. Irvine III
Address Line 4: Chicago, ILLINOIS 60606

PATENT

REEL: 020571 FRAME: 0772

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CH \$240.00 5953639

ATTORNEY DOCKET NUMBER:	07-710-07-713
NAME OF SUBMITTER:	Robert J. Irvine III
Total Attachments: 2 source=07-666-assignWiretoSher#page1.tif source=07-666-assignWiretoSher#page2.tif	

GENERAL ASSIGNMENT

This Assignment is made this 15 day of 2002, 2002, by Wireless Online, Inc., located at 2880 San Tomas Expressway, California, hereinafter referred to as Assignor, to Sherwood Partners, Inc., a California corporation, hereinafter referred to as Assignee.

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt and sufficiency which are hereby acknowledged, does hereby assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, now held by Assignor and which the Assignor is legally entitled to assign, including, but not limited to, all that certain stock of merchandise, equipment, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any State, local or other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any State, local or other taxing agency.

Assignee is to receive said property, and is hereby to sell and dispose of said property with all reasonable diligence upon such terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from sale and disposal of said property, after deducting all moneys which Assignee pays on account of or for the discharge of any lien on any of said property and any indebtedness which under applicable State or federal law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney, if any, for Assignor. If any dividends to creditors shall remain unclaimed for a period of one year after issuance of the final dividend checks, then the same shall be distributed in accordance with the provisions of the previous sentence.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary information.

Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

Assignee covenants that it shall comply with all applicable State and federal statutes, rules and regulations in the execution and satisfaction of its duties and obligations relating to this Assignment.

This Assignment shall be governed by the laws of the State of California.

This Assignment may be executed in counterparts, each of which when so delivered shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

Assignee hereby accepts the trusts created by this Assignment and covenants with Assignor that Assignee shall faithfully and properly carry out the terms of this trust.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Tax I.D. Numbers:

Federal # 77-0413641

State # 425-1397-8

Assignor:

Wireless Online, Inc.

By: 

Its: 

Assignee:

Sherwood Partners, Inc.

By: 

Its: 