

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
John Irving	08/01/2006

RECEIVING PARTY DATA

Name:	ePals Classroom Exchange, Inc.
Street Address:	70 Soundview Drive
City:	Easton
State/Country:	CONNECTICUT
Postal Code:	06612

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	10619097
Application Number:	10619098
Application Number:	10619099
Application Number:	10619101
Application Number:	10619259

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

28849/09000

NAME OF SUBMITTER:

Jeremy C. Whitley

PATENT

500492739

REEL: 020687 FRAME: 0253

OP \$200.00 10619097

Total Attachments: 3

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PATENT

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ASSIGNMENT OF PATENT RIGHTS

(Inventor to Company)

John Irving, an individual having a primary residence in the City of Ottawa, in the Province of Ontario, Canada (herein referred to as "Assignor") having rights along with his co-inventors in the patents ("Patents"), and/or the patent applications ("Patent Applications") set forth on the attached Schedule A, as well as all inventions disclosed in the Patents and Patent Applications (collectively, the "Patent Rights").

WHEREAS, ePALS CLASSROOM EXCHANGE, INC., a corporation duly organized under and pursuant to the laws of the State of Delaware, and having its principal place of business at 70 Soundview Drive, Easton, CT 06612 (herein referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Patent Rights worldwide, the right to sue for prior infringements of the Patent Rights including the right to recover and retain damages, including provisional or other royalties;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over, unto the Assignee, its successors, legal representatives, and assigns his entire right, title, and interest in and to the Patent Rights and any continuations, divisionals, continuation-in-part, reissues, ~~renewations~~, extensions, substitutions, all foreign applications claiming priority to any such applications or patents, inclusively, and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the right to sue for prior infringements of the Patent Rights including the right to recover and retain damages, including provisional or other royalties, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, ~~to the full end of the term or terms for which~~ such Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

Assignor hereby covenants and warrants to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this Assignment, the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth, and that Assignor has taken no action to assign, license, transfer, or otherwise encumber any right, title, and/or interest in the Patent Rights;

Assignor further covenants that he will execute or procure any further necessary assurance of the title to said Patent Rights and/or Letters Patent which may be granted therefor, and that he will at any time, upon the request and at the expense of the Assignee, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said Patent Rights, and/or any Letters Patent which may be granted therefor, in the name of the Assignee, its successors, assigns, or other legal representatives, and that he will, at any time, upon the request and at the expense of the Assignee, testify in any legal proceedings, sign all lawful papers, execute any additional, divisional, substituting, continuing or re-issue applications for patents for said Patent Rights, or any part or parts thereof, make all rightful oaths and generally do all lawful acts to aid the Assignee, its successors, assigns or other legal representatives to obtain and enforce patent protection in said Patent Rights in all countries, without further compensation, but at the expense of the Assignee, its successors, assigns or other legal representatives.;

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Assignee shall indemnify Assignor from and against any and all liability that may result from any claim by any federal, state, provincial, municipal or other governmental taxing authority that Assignors conveyed the Patent Rights for less than fair market value.

Assignor hereby requests the Commissioner of Patents and foreign counterparts to issue any and all aforementioned patents issuing on the Patent Rights to the Assignee.

The Assignment shall be governed by and under the laws of the State of Delaware and the United States of America as applicable.

Date:

AUG 1, 2006

By:


John Irving

Date:

9/4/06

By:


EPALS CLASSROOM EXCHANGE, INC.

Schedule A
Patent Rights

<u>Application No.</u>	<u>Filing date</u>	<u>Title</u>
60/395,409	13-Jul-2002	Method and system for monitoring and filtering data transmission
60/395,407	13-Jul-2002	Method and system for multi-level monitoring and filtering electronic transmission
60/395,406	13-Jul-2002	Method and system for secure, community profile generation and access via a communication system
60/395,405	13-Jul-2002	Method and system for interactive, multi-user electronic data transmission in a multi-level monitored and filtered system
60/395,410	13-Jul-2002	Method and system for filtered web browsing in a multi-level monitored and filtered system
10/619,259	14-Jul-2003	Method and system for monitoring and filtering data transmission
10/619,097	14-Jul-2003	Method and system for multi-level monitoring and filtering of electronic transmissions
10/619,101	14-Jul-2003	Method and system for secure community profile generation and access via a communication system
10/619,098	14-Jul-2003	Method and system for interactive, multi-user electronic data transmission in a multi-level monitored and filtered system
10/619,099	14-Jul-2003	Method and system for filtered web browsing in a multi-level monitored and filtered system