

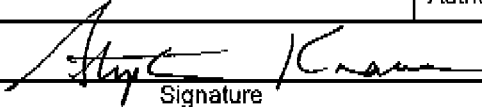
Fax to 571-273-0140

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies) PC Help Centre Limited (Company #4020328) 140 High Street South Dunstable, Bedfordshire LUG 3HR Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>BTG International Limited (Company #2664412)</u> Internal Address: _____ Street Address: <u>10 Fleet Place, Limeburner Lane</u> City: <u>London</u> State: _____ Country: <u>United Kingdom</u> Zip: <u>EC4M 7SB</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>February 28, 2005</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		4. Application number(s) or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) 6,367,053 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>iPotential, LLC</u> Internal Address: _____ Street Address: <u>1400 Fashion Island Blvd., Suite 601</u> City: <u>San Mateo</u> State: <u>CA</u> Zip: <u>94404</u> Phone Number: <u>650-572-9500</u> Fax Number: <u>650-572-9507</u> Email Address: _____		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Deficiencies in payment authorized to be charged to deposit account. <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers <u>7281</u> Expiration Date <u>10/10</u> b. Deposit Account Number _____ Authorized User Name _____	
9. Signature: <u></u> <u>03/20/08</u> Signature Date <u>Stephen Knauer (Reg. No. 38,208)</u> Total number of pages including cover sheet, attachments, and documents: <u>9</u> Name of Person Signing			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 6367053

23 FEBRUARY

THIS ASSIGNMENT is made as a deed on January 2005

BETWEEN:

- (1) **BTC INTERNATIONAL LIMITED** whose company registration number in England and Wales is 2664012 and whose registered office is at 10 Fleet Place, Lincolner Lane, London EC4M 7SR ("BTC"), and
- (2) **PC HELP CENTRE LIMITED** of 140 High St South, Dunstable, Bedfordshire, LU6 3HR ("PCHCL").

RECITALS:

- (A) The PCHCL is the legal owner of the Patents (as defined below) and other intellectual property rights comprised in the IPR (as defined below).
- (B) The PCHCL has agreed to assign the IPR to BTC on the terms of this Agreement and a Commercialisation Agreement made between the parties on 19 January 2005.

TERMS AGREED:

1. Definitions

1.1 In this Agreement the following words and expressions shall have the following meanings:

- "Effective Date" means the date of this Assignment;
- "Improvement" means any improvement, modification or enhancement of the inventions which cannot be exploited without infringing the Patents;
- "Inventions" means the inventions which are the subject of the

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Patents set out in the Schedule 1;

"IPR" means the Patents and any know how, copyright, registered design rights, unregistered design rights, database rights and any other intellectual property rights relating to the Patents owned by PCHCL on the Effective Date;

"Patents" (i) the patents specified in Schedule 1; and
(ii) any revisions or extensions of such patents.

1.2 In this Agreement the singular shall, where the context so permits, include the plural and vice versa. Headings to clauses are added for convenience only and shall not affect the construction or interpretation of clauses. References in this Agreement to clauses and the Schedule are to clauses of and the schedule to this Agreement.

2. Assignment

2.1 PCHCL hereby assigns as at the Effective Date to BTCL with full title guarantee:

2.1.1 the Inventions and the IPR and all its rights and interests therein, together with the full, undisturbed, and exclusive right to use the same for any purpose; and

2.1.2 any improvement created or owned by PCHCL or its employees or consultants during the two years following the Effective Date; and

2.1.3 the right to apply for and obtain patent or other similar protection in any territory, or group of territories, in respect of the Inventions and the IPR and the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any part of the IPR (whether committed before or after the date of this Agreement); and

2.1.4 the right to claim priority under the International Convention for the Protection of Industrial Property for each country of the Union constituted by that Convention in which application(s) may be made by BTG.

3. Covenants

3.1 PCHCL covenants with BTG that:

3.1.1 it will (so far as necessary) permit and enable BTG to apply for, and will take all reasonable steps to assist BTG in obtaining, the grant of patent or other protection for the IPR, or like protection in respect of the inventions, in any territory as may be required by BTG; and

3.1.2 it will, at the request and cost of BTG, execute all such documents and do all such acts as may reasonably be required by BTG to enable BTG or its nominee to enjoy the full benefit of the rights hereby assigned; and

3.1.3 it will promptly disclose the IPR to BTG.

4. Power of Attorney

4.1 PCHCL hereby appoints BTG to be its respective exclusive attorney, in its name and on its behalf, to execute and enter into all and any deeds, documents, instruments, and correspondence, and otherwise carry out such acts as may be necessary for the purposes of clause 3 at any time after the Effective Date. BTG shall have the full authority to appoint others to act under this power of attorney. PCHCL declares that anything done by BTG (or its agents) in connection with the inventions and/or the IPR under this power of attorney shall be as valid and effective as if the same had been done by PCHCL.

5. Warranties

5.1 PCHCL warrants that as at the Effective Date, except as previously disclosed in writing to BTG, and having made due and careful enquiry:

5.1.1 the entire right, title, and interest, in and to the Inventions and the IPR are vested in it; that the Patents are in force, and there are no other Patents owned by or licensed to PCICL, which relate to the Inventions or the IPR; and

5.1.2 it is free to disclose the IPR to BTG; and

5.1.3 there are no options, agreements or other arrangements with third parties affecting such right, title, and interest; and

5.1.4 other than matters raised in the ordinary course of patent prosecution it is not aware of (not having made any further enquiries) any facts or circumstances which might cause any third party to dispute entitlement to the ownership of any Patent.

6. General

6.1 *Amendment*

This Agreement may only be amended in writing signed by duly authorized representatives of BTG and PCICL.

6.2 *Further Action*

Each party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

6.3 *Third Party Rights*

The parties to this Agreement do not intend that by virtue of the Contracts (Rights of Third Parties) Act 1999 any of the terms of this Agreement should be enforceable by a person who is not a party.

6.4 *Interpretation*

In this Agreement the headings are used for convenience only and shall not affect its interpretation. References to the singular include the plural and vice versa.

6.5 *No agency or relationship*

Neither party shall act or describe itself as the agent of the other, nor shall it make or represent that it has the authority to make any commitments on the other's behalf.

6.6 *Entire Agreement*

This Agreement set out the entire agreement between the parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter.

6.7 *Severance*

Each clause, term and provision of this Agreement shall be considered severable and if for any reason any clause, term or provision herein is determined to be invalid or unenforceable for any reason such determination shall not prejudice or impair the operation of or affect the remainder.

6.8 *Law and Jurisdiction*

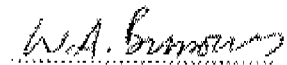
This Agreement is to be read and construed in accordance with, and governed by, English law and the Parties submit to the exclusive jurisdiction of the English Courts.

THIS DEED has been executed and delivered by the parties through their authorized signatories on the Effective Date.

EXECUTED as a DEED by)
BTG INTERNATIONAL LIMITED)


acting by)
D NEWBLE, A BURROWS)

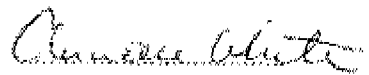

.....
Director/Authorised Signatory


.....
Secretary/Authorised Signatory

EXECUTED as a DEED by)
PUBBLE CENTRE LIMITED)

acting by)
Adrian White)


.....
Director/Authorised Signatory


.....
Secretary/Authorised Signatory

SCHEDULE

Patents

Territory	Status	Patent Number
United States	Granted	6347033
Germany	Granted	6971068.7-08
Great Britain	Granted	0978037
France	Granted	0978037

~~SCHEDULE 1~~

The Assignment

28 FEBRUARY
- January 2006

(1) BTG INTERNATIONAL LIMITED

and

(2) PC HELP CENTRE LIMITED

ASSIGNMENT

of inventions the subject of US 6367835; DE 6971068.7-08;
GB 0978037; FR 0978037
and intellectual property rights based thereon



BTG