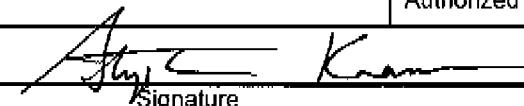


Fax to 571-273-0140

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 #5442751) Alban House 99 High Street South Dunstable, Bedfordshire LU6 3SF 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>Adrian Richard White</u> Internal Address: _____ Street Address: <u>6 Badgers Gate</u> City: <u>Dunstable, Bedfordshire</u> State: _____ Country: <u>United Kingdom</u> Zip: <u>LU6 2BF</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>July 2, 2007</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: 1 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: <div style="text-align: center;">  _____ Signature </div> <div style="text-align: right;"> <u>03/20/08</u> Date </div> <div style="text-align: center; margin-top: 10px;"> Stephen Knauer (Reg. No. 38,208) Name of Person Signing </div> <div style="text-align: right; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and documents: 11 </div>	

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

2nd July 2007

(1) PC HELP CENTRE LIMITED

and

(2) ADRIAN RICHARD WHITE

ASSIGNMENT

of inventions the subject of

- 1. UK Patent # 0 978 037**
- 2. UK Patent # 2 313 931**
- 3. Germany # 697 10 618.7-08**
- 4. France # 0 978 037**
- 5. US 6367035 B1**

and intellectual property rights based thereon

THIS ASSIGNMENT is made as a deed on 2nd July 2007

BETWEEN:

- (1) **PC HELP CENTRE LIMITED** whose company registration number in England and Wales is 5442751 and whose registered office is at Alban House, 99 High St South, Dunstable, Bedfordshire LU6 3SF ("the Assignor"), ("PCHCL"), and
- (2) **ADRIAN RICHARD WHITE** of 6 Badgers Gate, Dunstable, Bedfordshire, LU6 2BF (the "Assignee"), ("ARW").

RECITALS:

- (A) The Assignor is the legal owner of the Patents (as defined below) and other intellectual property rights comprised in the IPR (as defined below).
- (B) The Assignor has agreed to assign the IPR to ARW on the terms of this Agreement made between the parties and dated the same date as this Agreement.

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;

"Inventions" means the inventions which are the subject of the Patents set out in the Schedule;

"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;

"Patents"

- (i) the patents specified in Schedule 1; and
- (ii) any patents corresponding to such patents which may be granted to or made by ARW in other countries; and
- (iii) any reissues 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 The Assignor hereby assigns as at the Effective Date to ARW with full title guarantee:

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

2.1.2 any improvement or enhancement to the Inventions of which the Assignor is or becomes the owner during the applicable priority period of each Patent comprising a patent application or other patent applications claiming priority from any of the Patents under the Patents Act 1977 or any International Convention or Treaty; 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 ARW.

3. **Covenants**

3.1 The Assignor covenants with ARW that:

3.1.1 he will (so far as necessary) permit and enable ARW to apply for, and will take all reasonable steps to assist ARW 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 ARW; and

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

3.1.3 he will promptly disclose the IPR to ARW.

4. **Power of Attorney**

4.1 The Assignor hereby appoints ARW to be his respective exclusive attorney, in his name and on his 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. ARW shall have the full authority to appoint others to act under this power of attorney. The Assignor declares that anything done by ARW (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 him.

5. **Warranties**

5.1 The Assignor warrants that as at the Effective Date, except as previously disclosed in writing to ARW, 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 him,; and

5.1.2 he is free to disclose the IPR to ARW; 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 he is not aware of:

5.1.4.1 any facts or circumstances which might prevent the prosecution of any Patent application to grant or which might cause any third party to lodge an opposition to the grant of any patent in respect of any Patent application or dispute entitlement to the ownership of any Patent application; or

5.1.4.2 any use by any third party of the IPR prior to the Effective Date which might constitute an infringement of his rights therein; or

5.1.4.3 any other matter which would prevent, or limit, or in any other way affect, to a material extent the commercial exploitation of the IPR by ARW.

6. **General**

6.1 *Assignment*

The Assignor shall not assign, mortgage, charge or otherwise transfer any rights or obligations under this Agreement.

6.2 *Amendment*

This Agreement may only be amended in writing signed by duly authorised representatives of ARW and the Assignor.

6.3 *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.

6.4 *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.

6.5 *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.

6.6 *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.

6.7 *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.

6.8 *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.

6.9 *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.

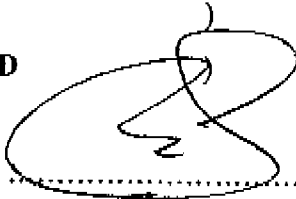
7.0 THIS ASSIGNMENT WITNESSES:

In Consideration of the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2500.00) now paid by the Assignee, the Assignor as beneficial owner hereby assigns to the Assignee the Patents and IPR absolutely.

THIS DEED is executed by the parties through their authorised signatories:

EXECUTED as a **DEED** by

PC HELP CENTRE LIMITED



Director/Authorised Signatory

In the presence of

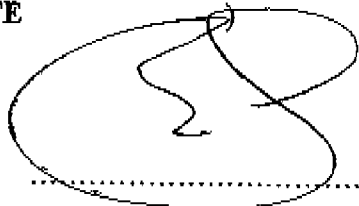
Signature E. J. Bradley

Name

E. J. BRADLEY

EXECUTED as a **DEED** by

ADRIAN RICHARD WHITE



Signatory



~~Secretary~~/Authorised Signatory

In the presence of

Signature E. J. Bradley

Name

E. J. BRADLEY

Patents

Territory	Status	Application Number	Application Date	Patent Number	Grant Date	Expiry Date
				US 6367035		
				DE 6971068		
				GB 2313931		

NOTARIZATION

I, David Reginald Morton, a duly authorized Public Notary practising out of Dunstable Bedfordshire UK, DO HEREBY CERTIFY that the Document herein copied, comprising 9 pages each initialed by me, is a true and exact xerox copy of the original document of which it purports to be a copy, namely the assignment of the patent/inventions therein referred to, I having carefully collated and compared the said copy with the said original document and found the same to agree therewith.

SIGNED & SEALED by me, the said Notary, at Dunstable aforesaid this 15th of March 2008



Public Notary

