

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SoundStarts, Inc.	12/18/2003
RECEIVING PARTY DATA	
Name:	Breckenridge Capital Fund, LLC
Street Address:	171 Main St. #271
City:	Los Altos
State/Country:	CALIFORNIA
Postal Code:	94022
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	09546113
Patent Number:	5964833
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 1:	1100 New York Avenue NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
NAME OF SUBMITTER:	Timothy A. Doyle
Total Attachments: 4	
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OP \$80.00 09546113

Sound. pdt

Exhibit B

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, SoundStarts, Inc., a California corporation, having offices at 380 Carpenteria road, Aromas, CA., 95004 ("Assignor"), does hereby sell, assign, transfer and convey unto Breckenridge Capital Fund LLC, a Delaware corporation, having an office at 171 Main St. #271, Los Altos, California 94022 ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed in Exhibit A, any patents issuing on any patent applications listed in Exhibit A, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights")

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

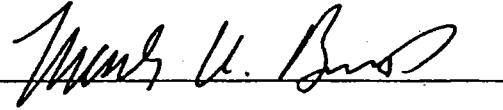
Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Watsonville, CA, on 12/18/03

ASSIGNOR – SoundStarts, Inc.

By:



Name: Mark A. Boys

Title: President & CEO of SoundStarts, Inc.

(Notarization Required)

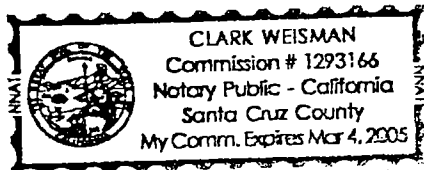
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Santa Cruz } ss.

On 12-18-03 before me, CLARK WEISMAN, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MARK A. BOYS
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Clark Weisman
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

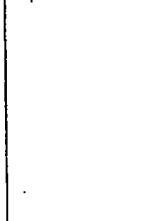


EXHIBIT A

Patent Rights To Be Assigned

<u>Patent Number</u>	<u>Issue date</u>	<u>Title</u>	<u>Inventors</u>	<u>Status</u>
5872921	02/16/1999	System and method for a real time data stream analyzer and alert system	Manuel Zahariev and Nicholas R. Miller	Issued. 2 nd Maintenance fee window opens on 02/16/2006
5964833	10/12/1999	Pager enhanced keyboard and system	Dan Kikinis	Patent expired on 10/12/2003
6035104	03/07/2000	Method and apparatus for managing electronic documents by alerting a subscriber at a destination other than the primary destination	Manuel Zahariev	Issued. 2 nd Maintenance fee window opens on 03/07/2007
6040784	03/21/2000	Alphanumeric paging message system operating on internet	Nicholas R. Miller	Issued. 2 nd Maintenance fee window opens on 03/21/2007
6085232	07/04/2000	Pager enhanced keyboard and system	Dan Kikinis	Issued. 2 nd Maintenance fee window opens on 07/04/2007
5838252	11/17/1998	Interactive two-way pager systems	Dan Kikinis	Issued. 2 nd Maintenance fee window opens on 11/17/2005
6515576	02/04/2003	Alphanumeric paging message system operating on the internet	Nicholas R. Miller	Issued. 1 st Maintenance fee window opens on 02/04/2006
6049291	04/11/2000	Interactive two-way pager systems	Dan Kikinis	Issued. 2 nd Maintenance fee window opens on 04/11/2007
<u>Application Number</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventors</u>	<u>Status</u>
09/519,151	03/06/2000	Mail Alert System	Manuel Zahariev	Response to non-final rejection filed on 12/04/03
09/354,699	07/15/1999	Pager enhanced keyboard and system	Dan Kikinis	Application abandoned on 05/02/2003 for failure to respond to office action
09/546,113	04/10/2000	Interactive two-way pager systems	Dan Kikinis	Application abandoned on 12/04/2001 for failure to respond to office action