

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ePals Classroom Exchange, Inc.	03/29/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ePals, Inc.
<b>Street Address:</b>	13625-A Dulles Technology Drive
<b>City:</b>	Herndon
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20171
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10619097
Application Number:	10619098
Application Number:	10619099
Application Number:	10619101
Application Number:	10619259
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(803)255-9831
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	8032559764
<b>Email:</b>	ip@nelsonmullins.com
<b>Correspondent Name:</b>	Jeremy C. Whitley
<b>Address Line 1:</b>	1320 Main Street, Suite 1700
<b>Address Line 4:</b>	Columbia, SOUTH CAROLINA 29201
<b>ATTORNEY DOCKET NUMBER:</b>	28849/09000
<b>NAME OF SUBMITTER:</b>	Jeremy C. Whitley

**OP \$200.00 10619097**

Total Attachments: 3

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## ASSIGNMENT

**WHEREAS**, ePals Classroom Exchange, Inc. (the "Assignor"), a Delaware corporation having a place of business at 70 Soundview Drive, Easton, Connecticut 06612, is the assignee of at least a portion of the right, title, and interest of one or more inventions (hereinafter referred to as "said invention(s)") disclosed in the attached Schedule A (hereinafter referred to as "said applications");

**WHEREAS**, ePals, Inc. (hereinafter together with its successors and assigns referred to as "the Assignee"), a Delaware corporation having a place of business at 13625-A Dulles Technology Drive, Herndon, Virginia 20171, is desirous of obtaining any and all right, title, and interest in, to, and under said invention(s) and said applications; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which we hereby acknowledge, Assignor has sold, assigned, transferred, and set over, and by these presents hereby sell, assign, transfer, and set over to the Assignee all right, title, and interest in, to, and under said invention(s) and said applications, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and convention applications based in whole or in part upon said invention(s) or upon said applications, and any and all Letters Patent which may issue thereon in the United States and foreign countries and any and all reissues, extensions, renewals, divisions, continuations, or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), said applications, and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by Assignor had this Assignment not been made. We hereby authorize the Assignee to file patent applications in any and all countries on any or all of said invention(s) in our name, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or the applicable laws of a particular jurisdiction.

Assignor hereby authorizes the responsible officer of any applicable Patent Office to record this Assignment and to issue or transfer said applications to the Assignee as owner of all right, title, and interest therein.

**IN TESTIMONY WHEREOF**, Assignor has executed this document on the date indicated below.

*[SIGNATURE PAGE ATTACHED]*

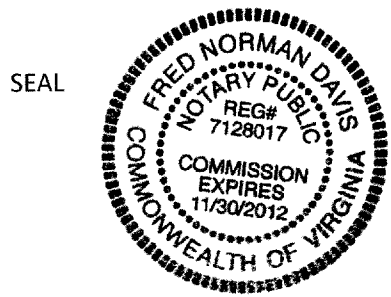
[Signature]  
Edmund J. Fish, President  
ePals Classroom Exchange, Inc.

Date: 3/29/08

STATE OF VIRGINIA  
COUNTY OF \_\_\_\_\_  
\_\_\_\_\_

On this \_\_\_ day of March, 2008, before me came the person named above, to me known and known to me to be the individual described herein, and who executed the foregoing instrument, and he has acknowledged to me that he has executed the same.

[Signature]  
Notary Public  
Fred Davis  
Printed Name  
My commission expires: 11/30/2012



County of Fairfax  
Commonwealth of Virginia  
The foregoing instrument was acknowledged before me  
this 28 day of March, 2008  
by Edmund Jerome Fish  
Fred Davis Notary Public  
My commission expires 11/30/2012

SCHEDULE A

<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>TITLE</u>
10/619,097	07/14/2003	Method and System for Multi-Level Monitoring and Filtering Electronic Transmissions
10/619,098	07/14/2003	Method and System for Interactive, Multi-User Electronic Data Transmission in a Multi-Level Monitored and Filtered System
10/619,099	07/14/2003	Method and System for Filtered Web Browsing in a Multi-Level Monitored and Filtered System
10/619,101	07/14/2003	Method and System for Secure, Community Profile Generation and Access Via a Communication System
10/619,259	07/14/2003	Method and System for Monitoring and Filtering Data Transmission