

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEFFRY JOVAN PHILYAW	07/10/2000
RECEIVING PARTY DATA	
Name:	DIGITALCONVERGENCE.:COM INC.
Street Address:	9101 N. CENTRAL EXPRESSWAY
Internal Address:	STE. 600
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75231
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11868599
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NAME OF SUBMITTER:	GREGORY M. HOWISON
Total Attachments: 2 source=PHL25357 ASSMT#page1.tif source=PHL25357 ASSMT#page2.tif	

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ASSIGNMENT

WHEREAS, I, Jeffry Jovan Philyaw, a citizen of USA and resident of Dallas, Dallas County, Texas 75225, have invented certain new and useful improvements in "PORTABLE SCANNER FOR ENABLING AUTOMATIC COMMERCE TRANSACTIONS" for which application for *United States Letters Patent* was filed on June 20, 2000 and assigned Serial No. 09/597,131; and

WHEREAS, DigitalConvergence.:Com Inc., a corporation of the State of Delaware, which has a business address of 9101 N. Central Expressway, Suite 600, Dallas, Texas 75231 (hereinafter referred to as "Assignee"), is desirous of acquiring my entire right, title and interest in and to the invention, and in and to said application and any *Letters Patent* that may issue thereon;

NOW, THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I do hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives the full and exclusive right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; and I hereby authorize and request the Commissioner of Patents & Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as our interests are concerned, to said Assignee of my entire right, title and interest.

I also hereby sell and assign to said Assignee, its successors, assigns and legal representatives the full and exclusive right, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.

I further hereby agree that I will communicate to said Assignee, or to its successors, assigns and legal representatives, any facts known to me respecting any improvements and, at the expense of said Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said Assignee and to aid said Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

