

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>James Richard Bray</td> <td>04/12/2007</td> </tr> <tr> <td>Sherry Bray</td> <td>04/12/2007</td> </tr> </tbody> </table>		Name	Execution Date	James Richard Bray	04/12/2007	Sherry Bray	04/12/2007				
Name	Execution Date										
James Richard Bray	04/12/2007										
Sherry Bray	04/12/2007										
RECEIVING PARTY DATA											
Name:	TVGuardian, LLC										
Street Address:	2295 Glacier Ridge										
City:	Steamboat Springs										
State/Country:	COLORADO										
Postal Code:	80487										
PROPERTY NUMBERS Total: 4											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6166780</td> </tr> <tr> <td>Patent Number:</td> <td>6867818</td> </tr> <tr> <td>Patent Number:</td> <td>6972802</td> </tr> <tr> <td>Patent Number:</td> <td>7139031</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6166780	Patent Number:	6867818	Patent Number:	6972802	Patent Number:	7139031
Property Type	Number										
Patent Number:	6166780										
Patent Number:	6867818										
Patent Number:	6972802										
Patent Number:	7139031										
CORRESPONDENCE DATA											
Fax Number:	(303)484-3788										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	970-819-4708										
Email:	rickbray@tvguardian.com										
Correspondent Name:	Rick Bray										
Address Line 1:	2295 Glacier Ridge										
Address Line 4:	Steamboat Springs, COLORADO 80487										
NAME OF SUBMITTER:	J. Richard Bray										

OP \$160.00 6166780

Total Attachments: 5
 source=Bray to TVGuardian LLC Assignment Agreement#page1.tif

source=Bray to TVGuardian LLC Assignment Agreement#page2.tif
source=Bray to TVGuardian LLC Assignment Agreement#page3.tif
source=Bray to TVGuardian LLC Assignment Agreement#page4.tif
source=Bray to TVGuardian LLC Assignment Agreement#page5.tif

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made this 12th day of April, 2007 by and between J. Richard Bray and Sherry Bray, husband and wife, hereinafter collectively referred to as "Bray" (ASSIGNOR), and TVGuardian, L.L.C., a Colorado limited liability company, hereinafter referred to as "TVG" (ASSIGNEES).

WHEREAS, Assignor desires and agrees to irrevocably assign to Assignee as of the Effective Date all of its rights, title and interest, on a worldwide basis, including, without limitation, all intellectual property rights and moral rights, in and to certain Patents, Patent Applications, Proprietary Products, Proprietary Information and Trademarks as set forth herein, that otherwise have not been transferred and assigned to Assignee prior to the Effective Date.

WHEREAS, Assignor is the sole owner of all rights, title and interest, including, without limitation, all intellectual property rights, in and to such Patents, Patent Applications, Proprietary Products, Proprietary Information and Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms will have the meanings ascribed to them as follows:

- 1.1 "Assigned Property" means the Patents, Patent Applications, Proprietary Products, Proprietary Information and Trademarks.
- 1.2 "Patents" means all patents and pending patent applications relating to the invention by J. Richard Bray, commonly known as TVGuardian, existing now and in the future, including, but not limited to: U.S. 6,166,780; U.S. 6,867,818; U.S. 6,972,802; U.S. 7,139,031.
- 1.3 "Price" means a one-time payment of one dollar (US\$1).
- 1.4 "Proprietary Information" means any confidential or proprietary information, know-how, or trade secret described or comprised in, associated with, or relating to the Assigned Property that is not in the public domain or regularly disclosed by Assignee to third parties without confidentiality restrictions.
- 1.5 "Proprietary Products" means the products relating to the invention by J. Richard Bray, commonly known as TVGuardian, including, without limitation, all user manuals, reference manuals and other documentation and materials relating thereto; as well as any derivative works, foreign language versions,

fixes, upgrades, updates, enhancements, new versions or previous versions thereof.

- 1.6 Trademarks" means the product marks and logos, including, TVGuardian, TVG, TVGuardian – The Foul Language Filter, and others related to the Patents and Proprietary Products, including all rights and goodwill associated therewith.

2. ASSIGNMENT

Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee the following rights (collectively, the "Rights"):

- 2.1 Proprietary Products. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Proprietary Products to the full extent of its ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights in patents, copyrights, moral rights, trademarks, trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Products. Upon Assignee's reasonable request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Products.
- 2.2 Proprietary Information. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Proprietary Information to the full extent of its ownership or interest therein; including, without limitation, all intellectual property and proprietary rights therein, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all

other rights and interests arising out of, in connection with or in relation to the Proprietary Information.

- 2.3 Third Party Products. Subject to the terms and conditions of this Agreement, and subject to and contingent upon Assignor obtaining any necessary and applicable third party consents, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Third Party Products and any license agreements related thereto to the full extent of Assignor's rights or interest therein (if any). Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Third Party Products and any license agreements related thereto.
- 2.4 Patents. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Patents to the full extent of its ownership or interest therein; including, without limitation, all domestic and foreign patent applications and registrations therefore (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.
- 2.5 Trademarks. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Trademarks to the full extent of its ownership or interest therein; including, without limitation, all federal, state, foreign, statutory and common law and other rights; all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of

the foregoing); all goodwill associated therewith symbolized by the Trademarks and the portion of the business of the Assignor to which the Trademarks pertain; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing) and any and all other rights and interests arising out of, in connection with or in relation to the Trademarks. The Parties agree to have executed and filed with the United States Patent and Trademark Office a confirmatory assignment. Upon Assignee's request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Trademarks.

3. PAYMENT

As payment for the assignment of all Rights granted pursuant to Sections 2 and 3, Assignee will pay to Assignor the Price of One Dollar (\$1), the receipt and full satisfaction of which is hereby acknowledged by the Parties.

4. GENERAL

- 4.1 If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.
- 4.2 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
- 4.3 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
- 4.4 This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

- 4.5 Assignor has good title to and is the sole and exclusive owner of certain patent applications and patents or intellectual property rights to certain software and technology designed and used for the purpose of blocking or filtering foul or objectionable language from television programming known and described as the TVGuardian.
- 4.6 This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

ASSIGNOR

ASSIGNEES

J. Richard Bray

TVGuardian, LLC

By: J. Richard Bray
Title: _____
Date: April 12, 2007

By: J. Richard Bray
Title: Chairman CEO
Date: April 12, 2007

Sherry Bray

By: Sherry Bray
Title: _____
Date: April 12, 2007