

06-23-2008



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To the Director of the U.S. Patent and Trademark Office. Please record documents or the new address(es) below.

6-23-08

**1. Name of conveying party(ies)**  
 Pilgrim Telephone, Inc.  
 Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
 Name: The Copley Collection, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 181 Spring Street  
 City: Lexington  
 State: MA  
 Country: USA Zip: 02421  
 Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
 Execution Date(s) June 5, 2008  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**4. Application or patent number(s):**  This document is being filed together with a new application.  
 A. Patent Application No.(s) \_\_\_\_\_  
 B. Patent No.(s) 6,804,335  
 Additional numbers attached?  Yes  No

**6. Total number of applications and patents involved:** 1  
**7. Total fee (37 CFR 1.21(h) & 3.41) \$40**  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**5. Name and address to whom correspondence concerning document should be mailed:**  
 Name: Ira J. Schaefer  
 Internal Address: \_\_\_\_\_  
 Street Address: Hogan & Hartson LLP  
 City: New York  
 State: NY Zip: 10022  
 Phone Number: 212-918-3000  
 Fax Number: 212-918-3100  
 Email Address: \_\_\_\_\_

**8. Payment Information**  
 a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number 50-3024  
 Authorized User Name Ira J. Schaefer

**9. Signature:** Ira J. Schaefer Signature June 12, 2008 Date  
 Name of Person Signing Ira J. Schaefer  
 Total number of pages including cover sheet, attachments, and documents: 2

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 4450, Alexandria, V.A. 22304-4450

ASSIGNMENT

WHEREAS, **Pilgrim Telephone, Inc.**, a Delaware corporation, (hereinafter referred to as "Assignor"), having a place of business at 181 Spring Street, Lexington, MA 02421, is the sole owner, by assignment, of **United States Letters Patent No. 6,804,335** entitled **Method for Providing Telephonic Services** which issued **October 12, 2004**; and

WHEREAS, **The Copley Collection, Inc.**, a Delaware corporation, (hereinafter referred to as "Assignee"), having a place of business at 181 Spring Street, Lexington, MA 02421, is desirous of acquiring the entire right, title, and interest to Assignor's United States Letters Patent;

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Assignor hereby assigns and transfers to Assignee, its successors, legal representatives, and assigns, Assignor's entire right, title, and interest in any and all inventions, whether joint or sole, disclosed in said Letters Patent, and in any and all continuations, divisions, reissues, reexaminations, extensions, and renewals thereof, along with any and all rights of enforcement with respect thereto, including all rights to sue or recover for past, present, and future infringement thereof, and any and all choses in action related thereto, the same to be held and enjoyed by Assignee, for Assignee's own use and enjoyment and the use and enjoyment of Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor were this Assignment not made.

For said consideration, Assignor hereby agrees upon the request of Assignee, or of any of its successors, legal representatives, or assigns, to execute any and all United States divisional, continuation, and renewal applications for said invention or improvements, and any and all necessary oaths, supplemental oaths, declarations, supplemental declarations, affidavits relating thereto, and any application for the reexamination, reissue, or extension of said United States Letters Patent that Assignee, its successors, legal representatives, or assigns may deem necessary or expedient.

For said consideration, Assignor further agrees upon the request of Assignee, any of its successors, legal representatives, or assigns, in the event of said Letters Patent, or any reissue or application for the reissue thereof, becoming involved in interference, to cooperate to the best of the ability of Assignor with Assignee, its successors, legal representatives, and assigns in the matters of preparing and executing the Preliminary Statement and giving and producing evidence in support thereof, Assignor hereby agreeing to perform upon such request, any and all affirmative acts necessary to vest all rights in said Letters Patent hereby conveyed to Assignee, its successors, legal representatives, and assigns as fully and entirely as the same would have been held and enjoyed by Assignor were this Assignment not made.

Assignor hereby binds itself, its successors, legal representatives, administrators, and assigns properly to execute, without further consideration, any and all applications, petitions, oaths, assignments, and other papers and instruments which may be necessary in order to carry into full force and effect the assignment, and transfer hereby made or agreed to be made.

IN WITNESS HEREOF, Assignor has caused this instrument to be executed by its duly authorized officer this 5<sup>th</sup> day of June, 2008.

Pilgrim Telephone, Inc.

By:   
Name: David Silver, President