

06-23-2008



103509773

To the Director of the U.S. Patent and

Documents or the new address(es) below.

82.07.9

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 _____

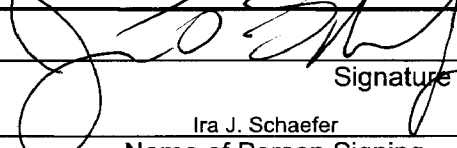
4. Application or patent number(s): This document is being filed together with a new application.
 A. Patent Application No.(s) _____
 B. Patent No.(s) 5,146,491
 Additional numbers attached? Yes No

RECORDS/FINANCE
 JUN 20 11 09 AM '08

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: _____

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)

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:  _____
 Signature _____ Date June 12, 2008
 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 1450, Alexandria, VA 22313-1450
 06/20/2008 DBYRNE 00000077 503024 5146491
 01 FC:8021 40.00 DA

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. 5,146,491** entitled **Telephone Billing Method** which issued **September 8, 1992**; 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.

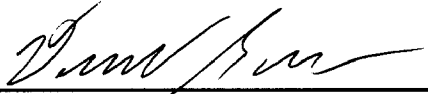
For said consideration, Assignor hereby agrees upon the request of Assignee, or of any of its successors, legal representatives, or assigns, to execute any and all United States divisional, continuation, and renewal applications for said invention or improvements, and any and all necessary oaths, supplemental 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 WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer this 5th day of June, 2008.

Pilgrim Telephone, Inc.

By: 
Name: David Silver, President