

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>Sang-Heun Kim</td> <td>06/04/2008</td> </tr> <tr> <td>Charles Laurence Stinson</td> <td>06/04/2008</td> </tr> </tbody> </table>		Name	Execution Date	Sang-Heun Kim	06/04/2008	Charles Laurence Stinson	06/04/2008
Name	Execution Date						
Sang-Heun Kim	06/04/2008						
Charles Laurence Stinson	06/04/2008						
RECEIVING PARTY DATA							
Name:	Fat Free Mobile Inc.						
Street Address:	3872 Swiftdale Drive						
City:	Mississauga						
State/Country:	CANADA						
Postal Code:	L5M 6M2						
PROPERTY NUMBERS Total: 1							
<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>Application Number:</td> <td>12119300</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12119300		
Property Type	Number						
Application Number:	12119300						
CORRESPONDENCE DATA							
Fax Number:	(416)862-7661						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	416-862-5405						
Email:	rosa.tomassi@gowlings.com						
Correspondent Name:	GOWLING LAFLEUR HENDERSON LLP						
Address Line 1:	100 KING STREET WEST						
Address Line 2:	SUITE 1600, 1 FIRST CANADIAN PLACE						
Address Line 4:	TORONTO, CANADA M5X 1G5						
ATTORNEY DOCKET NUMBER:	T8472217US						
NAME OF SUBMITTER:	Jonathan Pollack						

CH \$40.00 12119300

Total Attachments: 5
 source=Assignment#page1.tif
 source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

WORLDWIDE ASSIGNMENT OF PATENT RIGHTS

WHEREAS **Sang-Heun Kim**, residing at 2610-33 Elm Drive West, Mississauga, Ontario, L5B 4M2, Canada, and **Charles Laurence Stinson**, 3872 Swiftdale Drive, Mississauga, Ontario, L5M 6M2, Canada and (hereinafter collectively referred to as the "ASSIGNORS" and individually an "ASSIGNOR") have invented certain new and useful improvements in an invention (the "Invention") described in patent applications (the "Patent Applications") as listed in Schedule "A" attached hereto which Patent Applications claim priority to United States Provisional Patent Application No. 60/924,503 Filed May 17, 2007 having RIM Ref. 32741-US-PRV and an Agent Reference No. T8471178USPRV;

AND WHEREAS **FAT FREE MOBILE INC.**, a corporation organized under the laws of the Province of Ontario, CANADA, having a place of business at 3872 Swiftdale Drive, Mississauga, Ontario, L5M 6M2, Canada (hereinafter referred to as the "ASSIGNEE") is owner/assignee of U.S. Provisional Patent Application No. 60/924,503 and the inventions described therein and is desirous of acquiring any and all right, title and interest of the ASSIGNORS in the Inventions and the full and exclusive right, title and interest in and to the Patent Applications, inclusive of any and all priority rights derived therefrom and in and to any and all Letters Patent, to be granted for the Inventions;

AND WHEREAS the ASSIGNORS desire to make the assignment to the ASSIGNEE on the terms and conditions contemplated herein;

NOW THEREFORE, for a valuable consideration, the receipt whereof is hereby acknowledged, the ASSIGNORS confirm and agree as follows:

1. The ASSIGNORS hereby irrevocably sell, assign, transfer, convey and set over unto the ASSIGNEE all of their respective right, title and interest in and to:
 - (a) the Patent Applications inclusive of any and all priority rights derived therefrom;
 - (b) the Invention, to the extent that the ASSIGNORS have any right, title and interest therein;
 - (c) any and all Letters Patent and issues thereof which may be granted upon the Patent Applications; and
 - (d) any and all Letters Patent which may be issued upon any and all substitutes, divisions, or continuations of the Patent Applications,

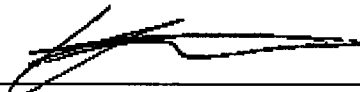
the same to be held and enjoyed by the ASSIGNEE for its own use and behalf, and for the use and behalf of its successors and assigns, to the full end of the term or terms for which said Letters Patent and reissues thereof may be granted as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

2. The ASSIGNORS hereby agree to execute, upon request, any and all further papers which may be necessary or desirable to enable the ASSIGNEE, its successors and assignees (as applicable), to file and prosecute the Patent Applications, and any and all substitutes, divisions, or continuations thereof, and any and all reissues of the Letters Patent granted upon the Patent Applications, or upon any and all substitutes, divisions, or continuations thereof, and the ASSIGNORS further agree to execute any and all further papers which may be necessary or desirable to vest or perfect the title of the ASSIGNEE in and to the Patent Applications and the invention therein disclosed, and in and to any and all Letters Patent and reissues thereof, which may be granted upon the Patent Applications, and any and all substitutes, divisions, or continuations thereof.
3. The ASSIGNORS hereby authorize and request The Commissioner of Patents or any equivalent position thereto to issue each and every Letters Patent to be granted upon the Patent Applications and upon any and all substitutes, divisions, and continuations of the Patent Applications, and each and every reissue of said Letters Patent, to the ASSIGNEE as the assignee of the entire right, title and interest therein in accordance with this assignment.
4. This assignment shall ensure for the benefit of the ASSIGNEE and its successors and assignees and shall be binding upon each of the ASSIGNORS and their respective heirs, executors, administrators, successors, permitted assignees and legal representatives.
5. Each of the ASSIGNORS hereby irrevocably appoints the ASSIGNEE as such ASSIGNOR'S attorney-in-fact, with full authority in the place and instead of the ASSIGNOR making the appointment and in the name of the ASSIGNOR, by the ASSIGNEE or otherwise, from time to time in the ASSIGNEE'S discretion, upon the ASSIGNOR'S failure or inability to do so, to take any action and to execute any instrument which the ASSIGNEE may deem necessary or advisable to accomplish the purposes of this assignment including, without limitation, to modify, in its sole discretion, this assignment without first obtaining the ASSIGNOR'S approval of or signature to such modification and to make any filings as appropriate, to effect the full and complete assignment as contemplated hereunder.
6. If any covenant or provision, or portion thereof, of this assignment is determined to be void or unenforceable, such void or unenforceable covenant or provision, or portion thereof, is hereby conceded to be severable from the balance of this assignment; and such a determination shall not, in any event, affect or impair the validity of the balance of the covenant or provision, nor shall it affect or impair the validity of any other covenant or provision herein contained.
7. The Assignors grant power to our attorneys/agents at Gowling Lafleur Henderson LLP to insert the filing particulars of our applications listed in Schedule A, if required, to complete this document.

(continued on the next page)

IN WITNESS WHEREOF, this assignment has been executed below by the undersigned:

Date: June 4, 08


Sang-Heun Kim


STATEMENT BY WITNESS

I, Charles Stinson whose full Post Office Address is

3872 Swiftdale drive, Mississauga, ON, Canada L5M 6M2
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be the person named in the assignment, duly sign and execute the same.

Date: 2008-06-04


(Signature of Witness)

(continued on the next page)

IN WITNESS WHEREOF, this assignment has been executed below by the undersigned:

Date: 2008-06-04



Charles Laurence Stinson

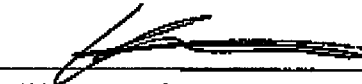
STATEMENT BY WITNESS

I, Sang-Hyun Kim whose full Post Office Address is

2610-33 Elm Drive West Mississauga ON Canada
(Address of Witness)

hercby declare that I was personally present and did see the above named person, personally known to me to be the person named in the assignment, duly sign and execute the same.

Date: June 4, 08



(Signature of Witness)

Schedule A

RIM REF 32741-2-ID entitled, "METHOD AND SYSTEM FOR TRANSCODING WEB PAGES BY LIMITING SELECTION THROUGH DIRECTION" being described in:

- (a) United States Patent Application No. 12/119,300 filed on May 12, 2008 and having RIM Reference No. 32741-2-US-PAT (the "Patent Application"); and
- (b) PCT International Patent Application No. PCT/CA2008/000919 filed on May 12, 2008 and having RIM Reference No. 32741-2-WO-PCT (the "Patent Application").