

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
3Guppies, Inc.	01/31/2008
RECEIVING PARTY DATA	
Name:	Cellfish Media, LLC
Street Address:	1633 Broadway, 20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7113981
Application Number:	10511456
CORRESPONDENCE DATA	
Fax Number:	(407)650-8454
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4072542609
Email:	harperw@gtlaw.com
Correspondent Name:	Wayne V. Harper
Address Line 1:	450 S. Orange Ave., Suite 650
Address Line 4:	Orlando, FLORIDA 32801
NAME OF SUBMITTER:	Wayne V. Harper
Total Attachments: 2	
source=One Page Assignment from 3 Guppies to Cellfish 013108#page1.tif	
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CH 7113981 \$80.00

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PATENT
REEL: 021328 FRAME: 0639

EXECUTION COPY

PATENT ASSIGNMENT

This Patent Assignment ("*Assignment*") is effective as of the 31st day of January, 2008, by and between 3Guppies, Inc., a Delaware corporation, with a principal place of business at 100 S. King St., Suite 320, Seattle, WA 98104 ("*Assignor*"), Cellfish Media, LLC, a Delaware limited liability company with a principal place of business at 1633 Broadway, 20th Floor, New York, NY 10019 ("*Assignee*").

WHEREAS, Assignor has rights in U.S. Patent Application Serial No. 10/511,456 entitled "Method and System of Over-the-Air Activation and Modification of a Mobile Phone" with a filing date of October 15, 2004 in the name of Patrick A. Payne; European Patent Application No. 03714583.6, entitled "Method and System of Over-the-Air Activation and Modification of a Mobile Phone; Canadian Patent Application No. 2,482,502 entitled "Method and System of Over-the-Air Activation and Modification of a Mobile Phone; and U.S. Patent No. 7,113,981 entitled "Cellular telephone download locker," issued September 26, 2006 in the name of Michael L. Slate (collectively, the "*Patents*").

WHEREAS, Assignor desires to assign all right, title and interest in and to the Patents, and the Assignee desires to acquire the entire right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby acknowledges and agrees to the following:

Assignor agrees to sell, assign and transfer unto Assignee, and Assignee agrees to accept, the entire right, title and interest in and to said Patents throughout the United States of America, including any and all United States Letters Patent granted on any U.S. Patent Application, and any division, continuation, continuation-in-part and reissue of said U.S. Patent Application; and the entire right, title and interest in and to said inventions throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded Assignor under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said inventions. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any official of any country or countries foreign to the United States whose duty it is to issue patents, to issue any Letters Patent or foreign patents related to the Patents to Assignee of the entire right, title and interest in and to the same, for Assignee's sole use and behoof; and for the use and behoof of Assignee's legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

[Signature page follows.]

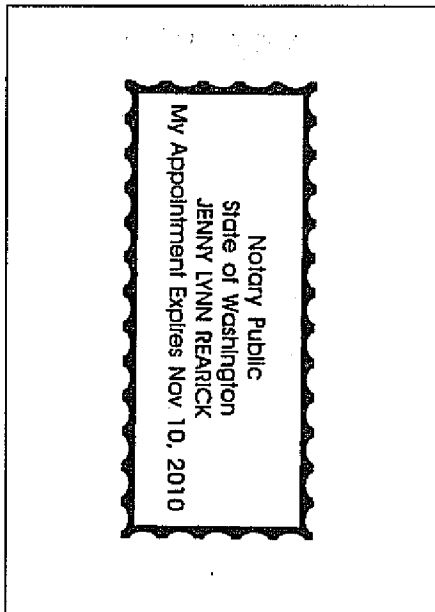
STATE OF WASHINGTON)

) ss.

COUNTY OF King)

I certify that I know or have satisfactory evidence that JOHN DEARBORN are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: 1-31-2008



(Use this space for notarial stamp/seal)

Jenny Lynn Rearick

Notary Public

Print Name Jenny Lynn Rearick

My commission expires 11-10-2010