

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Eric M. Dowling</td><td>10/15/2003</td></tr><tr><td>Mark N. Anastasi</td><td>10/15/2003</td></tr></tbody></table>		Name	Execution Date	Eric M. Dowling	10/15/2003	Mark N. Anastasi	10/15/2003						
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Eric M. Dowling	10/15/2003												
Mark N. Anastasi	10/15/2003												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>EAST TEXAS TECHNOLOGY PARTNERS, LP</td></tr><tr><td>Street Address:</td><td>2600 Avenue K</td></tr><tr><td>Internal Address:</td><td>Suite 207</td></tr><tr><td>City:</td><td>Plano</td></tr><tr><td>State/Country:</td><td>TEXAS</td></tr><tr><td>Postal Code:</td><td>75074</td></tr></table>		Name:	EAST TEXAS TECHNOLOGY PARTNERS, LP	Street Address:	2600 Avenue K	Internal Address:	Suite 207	City:	Plano	State/Country:	TEXAS	Postal Code:	75074
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
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## PATENT ASSIGNMENT AGREEMENT

**THIS PATENT ASSIGNMENT AGREEMENT** is made as of the 15th day of October, 2003, by and among, **Eric M. Dowling**, a resident of San Jose, Costa Rica ("**Dowling**") and Mark N. Anastasi, a resident of Dallas, Texas ("**Anastasi**") (collectively, the "**Inventors**") and **EAST TEXAS TECHNOLOGY PARTNERS, LP**, a Texas limited partnership (the "**Partnership**").

### Recitals:

WHEREAS the Inventors are named joint inventors on the Subject Patent, as hereinafter defined.

WHEREAS inventorship has been considered by the Inventors with regard to the Subject Patent, and the Inventors agree that both Dowling and Anantasi are correctly named as joint inventors on the Subject Patent.

WHEREAS intellectual property rights arise from the Subject Patent and are expected to arise from other related patent applications and patents resulting therefrom.

WHEREAS the Inventors contemplate commercially exploiting the intellectual property rights pertaining to the inventions claimed in the Subject Patent and Subject Patent Application.

WHEREAS the Inventors wish to sell, assign, and transfer to the Partnership their entire right, title, and interest in and to the Subject Patent and the intellectual property rights in the inventions claimed in the Subject Patent to further the commercial exploitation.

WHEREAS, the Inventors are limited partners of the Partnership.

WHEREAS, the Partnership wishes to acquire from the Inventors the entire right, title, and interest of such intellectual property rights in and to the Subject Patent and in and to the inventions covered thereby.

NOW, THEREFORE, in consideration of the above premises and the covenants and obligations hereinafter set forth, the Inventors hereto agree as follows:

1. **Assignment.** For consideration of the rights and ownership interests in the Partnership issued to the Inventors of even date herewith, the Inventors hereby sell, assign, convey and transfer to the Partnership, as assignee, and its successors and assigns, the entire right, title and interest of Inventors for all countries, in and to certain inventions relating to and described in **U.S. Patent No. 6,574,239, entitled "VIRTUAL CONNECTION OF A REMOTE UNIT TO A SERVER"**, and all Letters Patent that may be granted as any reissues, divisions and/or continuations thereof (all patents and patent applications for reissues, divisions and/or continuations are collectively referred to as the "**Subject Patent(s)**") and the "**Subject Application(s)**").

2. **Inventors Request to Third Parties.** The Inventors request that all Subject Patents be issued to the Partnership, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. **Additional Documents.** The Inventors and the Partnership agree that, when requested, each Inventor will, at the expense of the Partnership, its successors or assigns, sign, execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing, maintaining, and enforcing the Subject Patents in any and all countries and for vesting title thereto in the Partnership, its successors and assigns or nominees.

4. **Partnership Rights With Regard to the Subject Patent.** The Inventors authorize and empower the Partnership, its successors and assigns or nominees, to:

(a) invoke and claim for any Subject Application for patent or other form of protection for inventions filed by it or them, the benefit of the right of priority provided by the Paris Convention, or by any convention which may henceforth be substituted for it;

(b) to invoke and claim such right of priority without further written or oral authorization from either Inventor;

(c) file and prosecute foreign Subject Applications under the Patent Cooperative Treaty, or any other treaty governing foreign filings; and

(d) file and prosecute applications under the European Patent Convention.

5. **Broad Intent of Assignment.** The Inventors hereby consent that a copy of this Patent Assignment Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and more particularly in proof of the right of the Partnership or its nominee to claim the benefits of the right of priority provided by the Paris Convention, as amended, or by any convention which may henceforth be substituted for it.

6. **Warranties.** The Inventors covenant with the Partnership, its successors and assigns, that the rights and property herein conveyed are free and clear of any lien or encumbrance, and that the Inventors have full right to convey the same as herein expressed.

7. **Limitations on Subject Matters.** This Patent Assignment Agreement and the rights granted hereunder does not under any circumstances include or cover continuations in part relating in any manner to the Subject Patent.

8. **Applicable Law.** The Inventors and the Partnership agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law provisions.

**9. Notices.**

**(a) Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) hand delivered, including delivery by a nationally-recognized-overnight-courier service for prepaid overnight delivery, with return receipt requested; (ii) sent by facsimile where receipt has been acknowledged by facsimile or e-mail, (iii) sent by e-mail where receipt has been acknowledged by a return e-mail from the recipient, or (iv) sent by certified mail, return receipt requested, postage prepaid, addressed as shown on the records of the Company, or to such other address as the party concerned may substitute by written notice to the Members.

**(b) Delivery Dates.** Facsimile notices shall be deemed received on the earlier of (i) the date of confirmed transmission if during normal Business hours in Dallas, Texas, otherwise on the next Business Day, or (ii) the date the recipient acknowledges receipt of the facsimile by a responding e-mail. E-mail notices shall be deemed received on the time and date the recipient acknowledges receipt of the e-mail by a responding e-mail. All notices hand delivered shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on a date three (3) days (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following the date of deposit in the U.S. mail; provided, however, the return receipt indicating the date upon which all notices were received shall be prima facie evidence that such notices were received on the date on the return receipt.

**(c) Proper Addresses.** If the notice is sent by facsimile or by e-mail, it must be properly addressed, reflecting the facsimile phone number of the addressee(s) or the proper e-mail address, and must be transmitted by a facsimile or e-mail which produces a dated message completed confirmation. The addresses set forth below may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes.

If to Anastasi:

Mark N. Anastasi  
7351 Blythdale Drive  
Dallas, TX 75248  
Telephone: 972-267-2262  
Facsimile: 972-267-0484  
Email: visions@iamerica.net

If to Dowling:

Eric M. Dowling  
Interlink 731  
P.O. Box 02-5635  
Miami, FL 33102  
Telephone: 305-437-7670

Facsimile: 305-437-7670  
Email: dpseric@aol.com

If to the Partnership:

2600 Avenue K  
Suite 207  
Plano, TX 75074

**10. No Waiver.** No failure or delay on the part of either Inventor or the Partnership in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege, nor shall one or more single or partial exercise or waiver thereof preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

**11. Entire Agreement.** This Patent Assignment Agreement represents the entire understanding among Dowling, Anastasi, and the Partnership and supersedes all other agreements, express or implied, between the parties concerning the subject matter of the Subject Patents and Applications. Any modification of this Agreement shall be in writing and shall be signed by Dowling, Anastasi, and an authorized representative of the Partnership. Any attempt to modify this Agreement orally or in writing not executed by all of Dowling, Anastasi, and an authorized representative of the Partnership shall be void as against each non-executing party.

*IN WITNESS WHEREOF*, each of the parties hereto has executed this Agreement on the attached Signature Page on the date set forth below its signature, to be effective as of the date first set forth above.

**PARTNERSHIP:**

**EAST TEXAS TECHNOLOGY PARTNERS, LP,**  
a Texas limited partnership

By: **ET TECHNOLOGY ASSOCIATES, LLC,** a  
Texas limited liability company

By: 

Name: Mark N. Anastasi

Title: Manager

**INVENTORS:**



Name: Mark N. Anastasi



Name: Eric M. Dowling