

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Eric M. Dowling		12/10/2004
Mark N. Anastasi		12/10/2004
RECEIVING PARTY DATA		
Name:	EAST TEXAS TECHNOLOGY PARTNERS, LP	
Street Address:	2600 Avenue K	
Internal Address:	Suite 207	
City:	Plano	
State/Country:	TEXAS	
Postal Code:	75074	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	12194311	
CORRESPONDENCE DATA		
Fax Number:	(512)853-8801	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Meyertons, Hood, Kivlin, Kowert & Goetzel	
Address Line 1:	700 Lavaca	
Address Line 2:	Suite 800	
Address Line 4:	Austin, TEXAS 78701	
ATTORNEY DOCKET NUMBER:	6057-68005	
NAME OF SUBMITTER:	Dean M. Munyon	
<p>Total Attachments: 10</p> <p>source=ETTP 239 Patent Assignment 12-10-04#page4.tif</p>		

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT is made as of the 10th day of December, 2004, 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 Anastasi 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(s) and any Subject Application(s), as hereinafter defined.

WHEREAS, the Inventors wish to sell, assign, and transfer to the Partnership their entire right, title, and interest in and to the Subject Patent(s) and any Subject Application(s) and the intellectual property rights in the inventions claimed in the Subject Patent(s) and any Subject Application(s) 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(s) and any Subject Application(s) 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", including, but not limited to, the right to recover for past damages, and all Letters Patent that may be granted as any reissues, reexaminations, divisions and/or continuations thereof (all

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patents and patent applications for reissues, reexaminations, 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. **Express Partnership Rights with Regard to the Subject Patent.** The Inventors expressly 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 Subject Applications under the European Patent Convention.

(e) bring suit for infringement of any Subject Patent(s).

These express rights are not exclusive of nor shall they be construed to limit any other rights the Partnership may have under the terms of this Agreement.

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: visions2003@sbcglobal.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 to be effective as of the date first set forth above.

PARTNERSHIP:

EAST TEXAS TECHNOLOGY PARTNERS, LP,
a Texas limited partnership

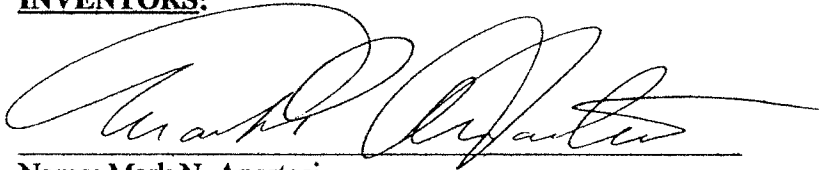
By: **ET TECHNOLOGY ASSOCIATES, LLC**, a Texas
limited liability company

By: 

Name: Mark N. Anastasi

Title: Manager

INVENTORS:



Name: Mark N. Anastasi

Name: Eric M. Dowling

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(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

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If to Anastasi:

Mark N. Anastasi
7351 Blythdale Drive
Dallas, TX 75248
Telephone: 972-267-2262
Facsimile: 972-267-0484
Email: visions2003@sbcglobal.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.

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IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement 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