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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Real Share International, Inc.	01/30/2009

#### **RECEIVING PARTY DATA**

Name:	Michonski Family Enterprises, Inc.
Street Address:	1 Widgeon Way
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830

#### PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	11227852
Application Number:	11027530

### **CORRESPONDENCE DATA**

Fax Number: (617)856-8201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Mark S. Leonardo
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Address Line 2: Brown Rudnick LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	25693/1
NAME OF SUBMITTER:	Mark S. Leonardo

Total Attachments: 4

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## PATENT APPLICATION ASSIGNMENT

THIS PATENT APPLICATION ASSIGNMENT (hereinafter referred to as "Assignment") effective the 30<sup>th</sup> day of January, 2009 between Real Share International, Inc., having a place of business at 555 Madison Avenue, New York, New York 10022 (hereinafter referred to as "Assignor"), and Michonski Family Enterprises, Inc., a Massachusetts corporation, having a place of business at 1 Widgeon Way, Greenwich Connecticut 06830 (hereinafter referred to as "Assignee").

#### **RECITALS**

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, (hereinafter the "Agreement"), under which Assignor agrees to sell, and Assignee agrees to purchase certain intangible assets presently held by Assignor;

WHEREAS, included among the assets to be purchased by Assignee are certain patent applications or industrial property (hereinafter referred to as "Patents"), including without limitation certain Patents set forth in **Exhibit A** attached hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. <u>Definitions</u>. All terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in the Agreement.

### 2. Assignment.

- (a) Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title and interest for all countries in and to: (i) each of the Patents owned by Assignor including, but not limited to such Patents listed in **Exhibit A** hereof; (ii) any and all of the inventions which are disclosed and claimed in the Patents; (iii) any and all of the inventions which are disclosed, but not claimed in any of the Patents; (iv) all divisional, continuing, substitute, renewal, reissue, and all other patents and applications for patent, industrial property or other related property rights in any and all countries which have been or shall be filed on any of the inventions disclosed in any of the Patents; (v) all original and reissued patents, industrial property or related documents which have been or shall be issued on any such inventions disclosed in any of the Patents; and (vi) all rights to sue and recover for past unlicensed infringements of the Patents.
- (b) Assignor authorizes and requests the respective worldwide Patent, Letters Patent and Industrial Property Offices to issue to the Assignee, its successors, assigns and

PATENT REEL: 022274 FRAME: 0773 legal representatives, in accordance with this Assignment, any and all patents, letters patent or industrial property on the inventions or any of them disclosed in any of the Patents.

- (c) Assignor authorizes and agrees that the Assignee may apply for and receive patents, letters patents, industrial property or rights of any other kind for the inventions disclosed in any of the Patents; and may claim, in applications for said patents, letters patent, industrial property or other rights, the priority of the Patents under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement.
- Assignor authorizes and agrees that when requested, without charge to (d) Assignor, but at the expense of, the Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor or the Assignor's executors or administrators will, for all countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent, letters patent or industrial property applications or other documents on any and all such inventions disclosed in any of the Patents; execute all rightful oaths, agreements, powers of attorney and other papers; communicate to the Assignee, its successors, assigns and representatives, all facts known and documents available to the Assignor relating to said inventions and the history thereof; testify in all legal proceedings (provided, the Assignor shall not be required to incur any out of pocket costs), and generally do everything possible which the Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related rights and all patents, letters patent or industrial property on such inventions, in the Assignee, its successors, assigns and legal representatives.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as a sealed instrument as of the date below by its officer thereunto duly authorized.

ASSIGNOR:

**REAL SHARE** INTERNATIONAL, INC.

Title:

Date: 2 - 6 - 09

ASSIGNEE:

MICHONSKI FAMILY

ENTERPRISES, INC

Date:

2/6/09

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MICHONSKI

## **EXHIBIT A**

TITLE	APPLICATION NO.
METHOD FOR TRACKING EFFECTIVENESS OF TELEPHONE RESPONSE ADVERTISING	11/227,852
	2007/0064889
	(Filed on Nov. 21, 2005)
REAL ESTATE MANAGEMENT SYSTEM FOR USE BY MANAGERS AND AGENTS	11/027,530
COLDI MANAGERO AND AGENTS	2007/0276746
	(Filed on Dec. 30, 2004)

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**RECORDED: 02/18/2009** 

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