

USPTC

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TO:ROGER MARX DESENBERG COMPANY:200 CENTRAL PARK SOUTH 16K

03-27-2009

Electronic Version v1.1
Stylesheet Version v1.1

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT

EFFECTIVE DATE: 11/20/2008

CONVEYING PARTY DATA

Name	Execution Date
RMD II LLC	11/20/2008

RECEIVING PARTY DATA

Name:	Roger Marx Desenberg
Street Address:	200 Central Park South 16K
City:	New York
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7139732

CORRESPONDENCE DATA

Fax Number: (646)385-4388
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7187014977

Email: roger@desenberg.com

Correspondent Name: Roger Marx Desenberg

Address Line 1: 200 Central Park South 16K

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: PATENTASSIGN732_TWO

NAME OF SUBMITTER: Roger Marx Desenberg

Total Attachments: 3
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OP \$40.00 7139732

Patent Assignment Agreement

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement") is entered as of the 20th day of November 2008 ("EFFECTIVE DATE") by and between Roger Marx Desenberg, whose principal place of business is 200 Central Park South, 16K, New York, NY 10019, whereas Roger Marx Desenberg's prior residence was 750 N Tamiami Trail, Suite 404, Sarasota, FL 34236 ("RMD"), and RMD IP LLC, with offices at 200 Central Park South, 16K, New York, NY 10019 ("RMD-IP").

WHEREAS, RMD-IP entered into an assignment agreement of December 20, 2007, to be assigned United States Patent No. 7,139,732 ("Patent 732") RMD-IP hereby to re-assigns all right, title and interest in and to Patent 732 to back to RMD; and

WHEREAS, RMD desires to accept assignment of Patent 732 in accordance with this terms and conditions of this Agreement;

WHEREAS RMD has received loans, or investment funds to enhance the value and progress the Patent 732 related businesses;

WHEREAS RMD has a fiduciary responsibility to Patent 732 investors;

WHEREAS this patent assignment agreement is required to protect investor interests in Patent 732 businesses;

WHEREAS, Patent 732 includes a bundle of rights from the USPTO (United States Patent & Trademark Office) including the right to exclude others from using the method protected by Patent 732, the right to continuing applications, and extensions;

WHEREAS business needs have changed and it is now advantageous for RMD, RMD-IP, and their investors, associates, shareholders, contractors, employees, and management to separate the functions of enforcing and defending the legal rights granted to Patent 732 between the functions of managing and selling the cash flow of Patent 732, and to assign 100% of Patent 732 back to RMD;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, RMD-IP and RMD agree as follows:

1. ASSIGNMENT.

1.1 RMD-IP hereby re-assigns to RMD exclusively throughout the world all right, title and interest (whether or not now existing) in and to: (a) Patent 732 and all associated patent rights, domestic and foreign, (b) all related domestic and foreign patent applications (and any resulting patents), patent disclosures, reissuances, continuations, continuations-in-part, divisionals, revisions, extensions, and reexaminations thereof, (c) all accompanying worldwide intellectual and industrial property rights, and (d) all right, title and interest RMD-IP has in and to all causes of action and enforcement rights, if any, whether currently pending, filed, or otherwise, for Patent 732, including without limitation, all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of Patent 732 (subsection (a), (b) (c) and (d) collectively the "INTELLECTUAL PROPERTY") (the "Assignment").

1.2 In the event RMD-IP (a) becomes the subject of any voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing, whatever Intellectual Property owned by RMD-IP at the time of such event shall automatically be assigned to RMD, subject to any licenses granted therein by RMD-IP.

RMD Initials



RMD-IP Initials

Notary Initials

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Patent Assignment Agreement

2. OBLIGATIONS

RMD will exuberantly enforce all rights of Patent 732, including but not limited to:

identifying all infringing companies, including infringing companies owned by RMD, RMD-IP or its partners, associates, or investors that are using methods that infringe on Patent 732 that are not paying appropriate minimum license fees and penalties as dictated by the appropriate Patent 732 license agreement, which in all cases is at minimum 7% of the revenue from all the leads involving services and labor generated by the infringing company;

strategically notifying the identified infringing companies, requesting settlement, and if necessary the filing of legal suit against the identified infringing organizations if appropriate fees are not paid within a timely manner;

providing appropriate information to news sources and public relations sources that will directly or indirectly help persuade infringers to settle;

negotiating and writing license agreements for Patent 732 technology and provide the training and resources necessary to train others to negotiate and license Patent 732 technology;

continue prosecuting the continuing application of Patent 732 technology with the USPTO;

design and direct the building and implementation of businesses, software, or hardware, or Internet presence(s) that will aid the legal and defense initiatives involved in enforcing and defending rights granted to Patent 732, and more specifically the right to exclude others from using Patent 732 technology whom do not have a valid license agreement for Patent 732 technology.

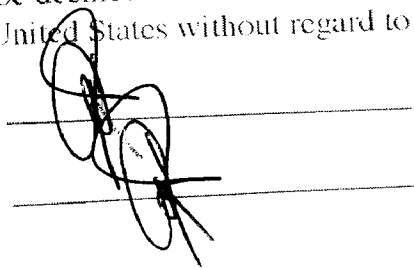
RMD-IP represents and warrants to RMD that RMD-IP (a) was the only owner listed in any agreements (other than RMD) of all rights, title and interest in the Intellectual Property, and has not assigned, transferred, licensed, pledged or otherwise encumbered any of the Intellectual Property or agreed to do so, (c) has full power and authority to enter into this Agreement and to make the assignment as provided in

Section 1.1, (d) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property, and that RMD has owned 100% of RMD-IP for the entire period of time within which RMD-IP has existed, actively or inactive.

7. MISCELLANEOUS. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally, mailed by first-class, registered or certified U.S. mail, postage prepaid, or by traceable express courier, to the respective addresses of the parties as set forth above (or such other address as a party may designate by ten (10) days notice). This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty or ambiguity shall not be interpreted against any party. The language of all parts of this Agreement shall in all cases be construed simply, according to fair meaning, and not strictly for or against any of the parties hereto. The paragraph headings in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof. Any waivers or

RMD Initials



RMD-IP Initials

Notary Initials

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Patent Assignment Agreement

PATENT

REEL: 022473 FRAME: 0495

amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR - Roger Marx Desenberg

Signature:

Print Name:

Date:

State of New York
County of New York

ASSIGNEE: RMD-IP

Signature:

Print Name:

Date:

I, the undersigned, a Notary Public in Sarasota, Florida ,
DO HEREBY
CERTIFY THAT _____

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

Roger Marx Desenberg

signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 20____.

Signature of Notary Public
(Seal)

Printed Name of Notary

My commission expires on _____, 20____.

RMD Initials

RMD-IP Initials

Notary Initials

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WHEREAS RMD has received loans, or investment funds to enhance the value and progress the Patent 732 related businesses;

WHEREAS RMD has a fiduciary responsibility to Patent 732 investors;

WHEREAS this patent assignment agreement is required to protect investor interests in Patent 732 businesses;

WHEREAS, Patent 732 includes a bundle of rights from the USPTO (United States Patent & Trademark Office) including the right to exclude others from using the method protected by Patent 732, the right to continuing applications, and extensions;

WHEREAS business needs have changed and it is now advantageous for RMD, RMD-IP, and their investors, associates, shareholders, contractors, employees, and management to separate the functions of enforcing and defending the legal rights granted to Patent 732 between the functions of managing and selling the cash flow of Patent 732, and to assign 100% of Patent 732 back to RMD;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, RMD-IP and RMD agree as follows:

1. ASSIGNMENT.

1.1 RMD-IP hereby re-assigns to RMD exclusively throughout the world all right, title and interest (whether or not now existing) in and to: (a) Patent 732 and all associated patent rights, domestic and foreign, (b) all related domestic and foreign patent applications (and any resulting patents), patent disclosures, reissuances, continuations, continuations-in-part, divisionals, revisions, extensions, and reexaminations thereof, (c) all accompanying worldwide intellectual and industrial property rights, and (d) all right, title and interest RMD-IP has in and to all causes of action and enforcement rights, if any, whether currently pending, filed, or otherwise, for Patent 732, including without limitation, all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of Patent 732 (subsection (a), (b) (c) and (d) collectively the "INTELLECTUAL PROPERTY") (the "Assignment").

1.2 In the event RMD-IP (a) becomes the subject of any voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing, whatever Intellectual Property owned by RMD-IP at the time of such event shall automatically be assigned to RMD, subject to any licenses granted therein by RMD-IP.

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Notary Initials

Page 1 of 4

Patent Assignment Agreement

PATENT

REEL: 022473 FRAME: 0497

2. OBLIGATIONS

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- strategically notifying the identified infringing companies, requesting settlement, and if necessary the filing of legal suit against the identified infringing organizations if appropriate fees are not paid within a timely manner;
- providing appropriate information to news sources and public relations sources that will directly or indirectly help persuade infringers to settle;
- negotiating and writing license agreements for Patent 732 technology and provide the training and resources necessary to train others to negotiate and license Patent 732 technology;
- continue prosecuting the continuing application of Patent 732 technology with the USPTO;
- design and direct the building and implementation of businesses, software, or hardware, or Internet presence(s) that will aid the legal and defense initiatives involved in enforcing and defending rights granted to Patent 732, and more specifically the right to exclude others from using Patent 732 technology whom do not have a valid license agreement for Patent 732 technology.

RMD-IP represents and warrants to RMD that RMD-IP (a) was the only owner listed in any agreements (other than RMD) of all rights, title and interest in the Intellectual Property, and has not assigned, transferred, licensed, pledged or otherwise encumbered any of the Intellectual Property or agreed to do so, (c) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1.1, (d) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property, and that RMD has owned 100% of RMD-IP for the entire period of time within which RMD-IP has existed, actively or inactively.

7. MISCELLANEOUS. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally, mailed by first-class, registered or certified U.S. mail, postage prepaid, or by traceable express courier, to the respective addresses of the parties as set forth above (or such other address as a party may designate by ten (10) days notice). This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty or ambiguity shall not be interpreted against any party. The language of all parts of this Agreement shall in all cases be construed simply, according to fair meaning, and not strictly for or against any of the parties hereto. The paragraph headings in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

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Patent Assignment Agreement

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR - Roger Marx Desenberg
Signature: [Signature]
Print Name: Roger Desenberg
Date: 11/20/2008

ASSIGNEE: RMD-IP
Signature: [Signature]
Print Name: Roger Desenberg
Date: 11/20/2008

State of New York
County of New York

I, the undersigned, a Notary Public in Sarasota, Florida ,
DO HEREBY
CERTIFY THAT _____

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

Roger Marx Desenberg

signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 20____.

Signature of Notary Public
(Seal)

Printed Name of Notary

My commission expires on _____, 20____.

RMD Initials [Signature]
RMD-IP Initials [Signature]

Notary Initials _____
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Patent Assignment Agreement