

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cauldron Solutions, LLC	01/26/2007
RECEIVING PARTY DATA	
Name:	Anystream Media, Inc.
Street Address:	21000 Atlantic Boulevard
Internal Address:	6th Floor
City:	Dulles
State/Country:	VIRGINIA
Postal Code:	20166
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7346552
CORRESPONDENCE DATA	
Fax Number:	(212)697-3004
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2126972800
Email:	joesofer@soferharoun.com
Correspondent Name:	Joseph Sofer, Esq.
Address Line 1:	317 Madison Avenue
Address Line 2:	Suite 910
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	1089-002
NAME OF SUBMITTER:	Joseph Sofer, Esq.
Total Attachments: 4 source=Assignment Cauldron to Anystream#page1.tif source=Assignment Cauldron to Anystream#page2.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Assignment*") is made February 16, 2007, by and between Cauldron Solutions LLC, a Delaware limited liability corporation ("*Assignor*"), and Anystream Media, Inc., a Delaware corporation ("*Assignee*"), a wholly owned subsidiary of Anystream, Inc., a Delaware corporation ("*Parent*").

Assignor, Assignee, Parent, and certain other individuals and entities are parties to an Asset Transfer Agreement, dated January 26, 2007, pursuant to which Assignor has agreed to transfer substantially all of its assets to Assignee (the "*Transfer Agreement*"). Capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to them in the Transfer Agreement

As set forth in the Transfer Agreement and included in its sale of Assets to Assignee, Assignor has agreed to assign to Assignee all of its right, title and interest in and to its Intellectual Property, Proprietary Assets, and domain names ("Intellectual Property," "Proprietary Assets," and "doman names" are collectively referred to herein as "*Intellectual Property*"). This Assignment effects the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns and conveys to Assignee, all of Assignor's worldwide right, title and interest of whatever nature in and to Assignor's Intellectual Property (collectively, the "*Assigned Rights*"). Assignor acknowledges and agrees that the foregoing assignment and conveyance of Assigned Rights shall include, without limitation, the assignment and conveyance to Assignee of the sole and exclusive right with respect to the Assigned Rights to secure and maintain copyright, patent and trademark registration and protection of the Assigned Rights in Assignee's name or otherwise.

2. **Use.** Assignor shall not, directly or indirectly, challenge Assignee's ownership of or right to use the Assigned Rights. Assignor shall not directly or indirectly use, register or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between Assignor and Assignee or is confusingly similar to any Assigned Right.

3. **Transfer; Power of Attorney.** Assignor shall promptly take all action deemed reasonably necessary by Assignee to facilitate and further memorialize and effect the assignment and conveyance of the Assigned Rights to Assignee described in Section 1 herein. This may include, without limitation, Assignor's reasonable cooperation with Assignee to file and process all forms, instruments, agreements and other formalities (which may include, without limitation, changing passwords, user names and IP addresses) necessary to complete the transfer of any Assigned Rights to Assignee. If Assignor is in breach of its obligations under this Section 3, Assignor hereby appoints Assignee, or its agent, as attorney-in-fact to facilitate and further memorialize and effect the assignment and conveyance of the Assigned Rights to Assignee described in Section 1 herein. Such appointment is irrevocable and coupled with an interest.

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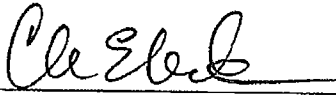
4. **Miscellaneous.** This Assignment: (i) shall be governed by Virginia law, without reference to its conflict of law principles; (ii) along with the Transfer Agreement, Bill of Sale, and Assignment and Assumption Agreement, sets forth the entire understanding of Assignor and Assignee, and supersedes all prior oral or written understandings and agreements with respect to the subject matter hereof; (iii) shall not be amended or terminated unless in a writing signed by Assignor and Assignee that expressly sets forth such amendment or termination; (iv) shall not be transferred or assigned by Assignee, in whole or part, by assignment, change of control, operation of law or otherwise without the prior written consent of Assignor; (v) shall be binding upon and inure to the benefit of the Assignee and Assignor and their respective successors and assigns; (vi) if held to be invalid or unenforceable, in whole or part, such term or provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Assignment; and (vii) may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. The waiver of any breach of this Assignment shall not be construed to be the waiver of any subsequent breach. The non-prevailing party in any action arising out of or related to this Assignment shall pay the prevailing party all reasonable attorneys' fees, costs and expenses incurred in such action. Any capitalized term used but not otherwise defined in this Assignment shall have the same meaning herein as ascribed to such term in the Transfer Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly caused this **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** to be executed as of the date first above written.

ASSIGNEE:

ANYSTREAM MEDIA, INC.

By: 
Christopher E. Mack
Chief Financial Officer

ASSIGNOR:

CAULDRON SOLUTIONS LLC:

By: _____
Steven M. Salzinger
President

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