

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
William H. Barber	07/09/2001
Phillip J. Tomasi	07/09/2001
RECEIVING PARTY DATA	
Name:	DVDPlay, Inc.
Street Address:	750 University Avenue
Internal Address:	Suite 280
City:	Los Gatos
State/Country:	CALIFORNIA
Postal Code:	95032
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11584865
Application Number:	11584981
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	441913 & 441914
NAME OF SUBMITTER:	Curtis A. Vock

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Total Attachments: 1

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Docket No.: 394423

Patent

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, **William H. Barber and Phillip J. Tomasi**, do hereby sell, assign, and transfer to: **DVDPlay, Inc.**, having a place of business at 750 University Avenue, Suite 280, Los Gatos, California, 95032 ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and improvements which are disclosed in the application for United States Letters Patent, assigned Serial No. **09/903,444**, and entitled:

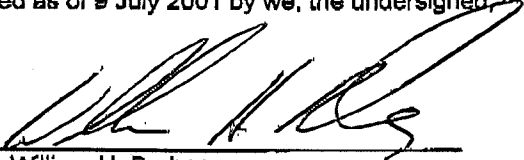
SYSTEM AND KIOSK FOR COMMERCE OF OPTICAL MEDIA THROUGH MULTIPLE LOCATIONS

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications to patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant, with said Assignee, its successors, assigns and legal representatives that no assignment, grant mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Executed as of 9 July 2001 by we, the undersigned,

Name: 
William H. Barber

Name: 
Phillip J. Tomasi