

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Chapter 7 Trustee For The Estate of Virtual Fonlink, Inc.	03/04/2009
RECEIVING PARTY DATA	
Name:	ZCaptial, Inc.
Street Address:	1015 Gayley Ave.
Internal Address:	Suite 200
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5729591
Patent Number:	7003316
Application Number:	10831276
Application Number:	11356496
CORRESPONDENCE DATA	
Fax Number:	(570)696-3320
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	570-714-4000
Email:	msmolow@smolowlaw.com
Correspondent Name:	Mitchell A. Smolow
Address Line 1:	720 Hampton Road
Address Line 4:	Shavertown, PENNSYLVANIA 18708
ATTORNEY DOCKET NUMBER:	98.008
NAME OF SUBMITTER:	Mitchell A. Smolow

OP \$160.00 5729591

Total Attachments: 9

source=fonlink transfer doc#page1.tif

source=fonlink transfer doc#page2.tif

source=fonlink transfer doc#page3.tif

source=fonlink transfer doc#page4.tif

source=fonlink transfer doc#page5.tif

source=fonlink transfer doc#page6.tif

source=fonlink transfer doc#page7.tif

source=fonlink transfer doc#page8.tif

source=fonlink transfer doc#page9.tif

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

VIRTUAL FONLINK, INC.,
a Delaware corporation,

Debtor.

Chapter 7

Case No. 07-10930 (MFW)

Relates to D.I. 190 and 196

**ORDER APPROVING MOTION OF GEORGE L. MILLER, CHAPTER 7 TRUSTEE FOR
THE ESTATE OF VIRTUAL FONLINK, INC., FOR (I) AUTHORITY TO SELL
SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS FREE AND CLEAR OF LIENS,
CLAIMS AND ENCUMBRANCES PURSUANT TO SECTION 363 OF THE
BANKRUPTCY CODE AND (II) APPROVAL OF SALE PROCEDURES**

UPON CONSIDERATION of the Motion Of George L. Miller, Chapter 7 Trustee For The Estate Of Virtual Fonlink, Inc., For (I) Authority To Sell Substantially All Of The Debtor's Assets Free And Clear Of Liens, Claims And Encumbrances Pursuant To Section 363 Of The Bankruptcy Code And (II) Approval Of Sale Proccdures (the "Sale Motion"), seeking, among other things, entry of an order: (a) approving the sale of substantially all of Debtor's assets pursuant to that certain Asset Purchase Agreement, dated as of October, 2008 (the "Asset Purchase Agreement"),¹ by and between the Trustee and ZCapital, Inc. ("Buyer"); (b) providing for the sale by the Trustee, on behalf of the Debtor's estate, to Buyer of the Assets² and the assumption, assignment and sale to Buyer of the Purchased Contracts and Assumed Liabilities; and (c) authorizing the consummation of the transactions contemplated therein (the "Transaction"); and this Court having entered an order

¹ A true and correct copy of the Asset Purchase Agreement (including exhibits and schedules) is attached hereto as Exhibit 1.

² All capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion or, if not defined in the Motion, in the Asset Purchase Agreement.

on February 23, 2009 dated February 18, 2009 (the "Bidding Procedures Order") approving, among other things, the bidding procedures with respect to, and notice of, the Transaction; and the Trustee having determined that the Asset Purchase Agreement represents the highest or otherwise best bid for the Assets and Purchased Contracts; and a hearing having been held on March 4, 2009 (the "Sale Hearing") to consider approval of the sale of the Assets to Buyer (as well as the assumption by the Trustee and assignment and sale to Buyer of the Purchased Contracts) pursuant to the terms and conditions of the Asset Purchase Agreement; and adequate and sufficient notice of the Sale Motion having been given to all parties in interest in these cases; and all such parties having been afforded due process and an opportunity to be heard with respect to the Sale Motion and all relief requested therein; and the Court having reviewed and considered: (a) the Sale Motion; (b) the objections to the Sale Motion, if any; and (c) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and the Sale Hearing having been held, and after due deliberation and sufficient cause appearing;

IT HEREBY IS FOUND AND DETERMINED THAT:³

A. This Court has jurisdiction over the Sale Motion under 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory basis for the relief sought in the Sale Motion are Sections 105(a), 363, 365, and 1146(c) of the Bankruptcy Code, and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules").

C. As evidenced by the affidavits of service on file with the Court, (i) due, proper, timely, adequate, and sufficient notice and a reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been provided in accordance with

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

comply fully with the requirements of Section 365(b). In addition, Buyer has provided adequate assurance of its ability to perform its obligations under each of the Purchased Contracts within the meaning of Section 365(f) of the Bankruptcy Code. Therefore, the Purchased Contracts may be assumed by the Trustee and assigned and sold to Buyer pursuant to the Asset Purchase Agreement.

O. There is other good and sufficient cause to grant the relief requested in the Motion and approve the Asset Purchase Agreement and the Transaction.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Sale Motion is GRANTED and approved in all respects.

2. Any objections to the entry of this Sale Order or the relief granted herein and requested in the Motion that have not been withdrawn, waived or settled, and all reservations of rights included therein, hereby are DENIED and OVERRULED.

3. The Asset Purchase Agreement, including all of its terms and conditions, and the Transaction are hereby approved.

4. Pursuant to Sections 363 and 365 of the Bankruptcy Code, the Trustee is authorized to execute, deliver, and perform under, consummate, and implement the Asset Purchase Agreement together with all additional instruments and documents that are requested by Buyer and may be reasonably necessary or desirable to implement the Asset Purchase Agreement, and to take any and all actions as it deems necessary, appropriate, or advisable for the purpose of assigning, transferring, granting, conveying, and conferring to Buyer or reducing to possession, the Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement, including, without limitation, any and all actions reasonably requested by Buyer which are consistent with the Asset Purchase Agreement.

5. Pursuant to Sections 105(a), 363(f) and 365(b) of the Bankruptcy Code, upon the Closing: (i) the transfer of the Assets to Buyer pursuant to the Asset Purchase Agreement shall constitute a legal, valid, and effective transfer of the Assets and shall vest Buyer with all right, title,

24. Notwithstanding the provisions of Bankruptcy Rule 6004(g) and 6006(d), this Sale Order shall be effective and enforceable immediately and shall not be stayed.

Dated: March 4, 2009
Wilmington, Delaware



UNITED STATES BANKRUPTCY JUDGE

Asset Purchase Agreement

This Asset Purchase Agreement (this "Agreement"), dated effective as of October, 2008 (the "Effective Date"), is made by and between George Miller, as Chapter 7 Trustee for Virtual Fonlink, Inc., dba Creditel, a Delaware corporation ("Seller"), and ZCapital, Inc., a Nevada corporation ("Buyer").

Recitals

A. Seller is the duly appointed and acting chapter 7 bankruptcy trustee of Virtual Fonlink, Inc., dba Creditel, a Delaware corporation ("Virtual Fonlink" or "Debtor"). Debtor filed a voluntary chapter 11 petition on July 13, 2007 in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). By order of the Bankruptcy Court entered February 26, 2008 (the "Conversion Date"), Debtor's bankruptcy case was converted to a case under chapter 7 of the Bankruptcy Code.

B. Subject to an order approving the bidding procedures with respect to this Agreement in substantially in the form as attached hereto as Exhibit A or such other form as mutually acceptable to Seller and Buyer (the "Bidding Procedures Order"), and an order of the Bankruptcy Court approving this Agreement and authorizing the transaction contemplated hereby and thereby (the "Sale Order"), Seller wishes to sell to Buyer, and Buyer wishes to acquire from Seller, all of Virtual Fonlink's right, title and interest in and to the Assets (as defined below).

Agreement

Now, therefore, in consideration of the foregoing recitals, which are hereby incorporated by reference, and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. When used in this Agreement, the following terms shall have the meanings set forth below (all terms used in this Agreement that are not defined in this Section 1 shall have the meanings set forth elsewhere in this Agreement):

"Action or Proceeding" means any action, suit, proceeding, claim pending or filed or arbitration by any party or any investigation or audit by any Governmental or Regulatory Body.

"Agreement" means this Asset Purchase Agreement.

"Assets" has the meaning specified in Section 2.1.

"Bankruptcy Court" has the meaning specified in Recital A of this Agreement.

"Bidding Procedure Order" has the meaning specified in Recital B of this Agreement.

"Bill of Sale" has the meaning specified in Section 3.4.1(a).

Section 2. Sale and Transfer.

2.1 The Assets. Subject to the terms and conditions of this Agreement and excepting only the Bank Funds described in Section 2.1.12 below, at the Closing (as defined below) Seller shall sell, assign, transfer and set over to Buyer, and Buyer shall acquire from Seller, all right, title and interest in and to the assets of Virtual Fonlink, wherever located, free and clear of all liens, interests and encumbrances, including without limitation, the following (collectively, the "Assets"):

2.1.1 All right, title and interest in and to the Intellectual Property used in, or useful to, the business of Virtual Fonlink, including, without limitation, the Intellectual Property set forth on Schedule A attached hereto.

2.1.2 All Books and Records of Virtual Fonlink, provided that the Trustee may keep copies of such Books and Records solely to the extent necessary to perform the Trustee's duties as trustee and Buyer agrees to cooperate with the Trustee to make such Books and Records available to the Trustee for such purposes during regular business hours at Buyer's place of business upon reasonable notice.

2.1.3 All right, title and interest in and to equipment, machinery, furniture, fixtures, computers, telephones, fax machines, supplies, spare parts and any other tangible personal property used in, or useful to, the business of Virtual Fonlink, including, without limitation, the tangible property set forth on Schedule A attached hereto.

2.1.4 All inventory of Virtual Fonlink, including, without limitation, the inventory set forth set forth on Schedule A attached hereto.

2.1.5 All general intangibles of Virtual Fonlink.

2.1.6 Accounts receivable and other debts owing to Virtual Fonlink, securities, all pre-paid expenses, all notes and debts, the full benefit of all unfilled orders received by Virtual Fonlink and the full benefit of all other contracts, engagements or commitments, whether written or oral, to which Virtual Fonlink is entitled in connection with the business of Virtual Fonlink, as well as all rights to pursue, finalize, and collect proceeds (if any) from any chose in action, claim, debt, demand or Action or Proceeding of Virtual Fonlink, excluding only any avoidance actions arising under Chapter 5 of the Bankruptcy Code against any parties other than Buyer.

2.1.7 All customer and supplier lists of Virtual Fonlink.

2.1.8 Any Action or Proceeding, if any, that Seller or the bankruptcy estate has as of the Effective Date or could have in the future against Buyer.

2.1.9 All Governmental or Regulatory Body and other licenses, permits, approvals and certificates, used in, or useful to, the business of Virtual Fonlink, to the extent transferable.

2.1.10 All licenses or rights in or to any software and/or hardware used in, or useful to, the business of Virtual Fonlink, to the extent transferable, provided that Buyer shall be solely responsible for any cost of transfer.

In witness whereof, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

Seller:



George Miller, as Chapter 7 Trustee for Virtual
Fonlink, Inc., a Delaware corporation

Buyer:

ZCapital, Inc., a Nevada corporation

Signature: _____

Printed Name: _____

Title: _____

In witness whereof, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

Seller:

George Miller, as Chapter 7 Trustee for Virtual
Fonlink, Inc., a Delaware corporation

Buyer:

ZCapital, Inc., a Nevada corporation

Signature:



Printed Name:

CARLO TABIBI

Title:

VICE PRESIDENT

SCHEDULE A
TRANSFERRED ASSETS

Subject to the terms and conditions of the Asset Purchase Agreement and excepting only the Funds described in Section 2.1.12 of the Asset Purchase Agreement, at the Closing Seller shall sell, assign, transfer and set over to Buyer, and Buyer shall acquire from Seller, all right, title and interest of Seller and Debtor's bankruptcy estate in and to all of the assets of Virtual Fonlink and its bankruptcy estate, wherever located, free and clear of all liens, interests and encumbrances, including without limitation, the following (collectively, the "Assets"):

All right, title and interest in and to the Intellectual Property used in, or useful to, the business of Virtual Fonlink, including, without limitation, the following:

U.S. Patent No. 5,729,591
U.S. Patent Application
Serial No. 08/707,096
Credit Card Operated Phone
Issuance Date: 03-17-1998

U.S. Patent No. 7,003,316
U.S. Patent Application
Serial No. 10/081,058
System & Method for Wireless Transactions
Issuance Date: 02-21-2007

U.S. Patent No. 7,240,826
U.S. Patent Application
Serial No. 10/831,276
Enhanced System & Method for Wireless Communications Transactions
Issuance Date: 07-10-2007

U.S. Patent Application
Serial No. 11/356,496
System & Method for Wireless Transactions
Issuance Date: Pending
(Not yet Issued)

EPO Patent Application
Serial No. 0574624.0
Enhanced System for Wireless Communications Transactions
Issuance Date: Pending
(Not Yet Issued)

Trademarks: PowerSwipe Creditel