

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Fred Allen</td> <td>08/18/2009</td> </tr> <tr> <td>Steve D. Simon</td> <td>08/14/2009</td> </tr> <tr> <td>Victor A. Lifton</td> <td>08/17/2009</td> </tr> <tr> <td>Ronald Durando</td> <td>08/24/2009</td> </tr> </tbody> </table>		Name	Execution Date	Fred Allen	08/18/2009	Steve D. Simon	08/14/2009	Victor A. Lifton	08/17/2009	Ronald Durando	08/24/2009
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CORRESPONDENCE DATA											
Fax Number: (701)237-0544 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 701-281-8822 Email: jericka@neustel.com Correspondent Name: Michael S. Neustel Address Line 1: 2534 South University Drive, Suite 4 Address Line 4: Fargo, NORTH DAKOTA 58103											
ATTORNEY DOCKET NUMBER:	ALWA-019										
NAME OF SUBMITTER:	Michael S. Neustel										
Total Attachments: 3 source=2009-09-02_Assignment_Agreement_ALWA-019#page1.tif											

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PATENT
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ASSIGNMENT OF RIGHTS

WHEREAS, WE, **Fred Allen, Steve D. Simon, Victor A. Lifton, and Ronald Durando**, all citizens of the United States (hereinafter "Assignor"), have invented a certain new and useful invention entitled **Modular Device** (hereinafter "Invention") described in the patent application filed herewith (Attorney Docket No. ALWA-019); and

WHEREAS, **MPHASE TECHNOLOGIES, INC.**, a corporation organized in the State of New Jersey, having a place of business at 150 Clove Road, Little Falls, NJ 07424(hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Invention and all Letters Patent of the United States and Letters Patent in any and all foreign countries which may be obtained therefore.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto said Assignee, its successors, assigns and legal representatives the entire right, title and interest in and to:

- (i) said Invention;
- (ii) United States Patent Application No. 12/552,460 filed in the United States Patent and Trademark Office on 9/2/09 entitled **Modular Device**, along with all rights to claim priority therefrom and/or thereto;
- (iii) all patents of the United States and in any and all foreign countries which may be issued for said Invention, along with all rights to claim priority therefrom and/or thereto;
- (iv) all patent applications, continuations, continuations-in-part, divisionals, reexaminations and reissues of said Invention as described in the above-mentioned patent application in the United States and in any and all foreign countries, along with all rights to claim priority therefrom and/or thereto; and
- (v) all claims for damages by reason of past infringement with the right to sue for and collect the same and obtain all other possible remedies for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives;

as fully and completely as the same would have been held by me had this Assignment and sale not been made. The above-said entire right, title and interest shall vest irrevocably in said Assignee.

I further agree upon request, without additional compensation but at no expense to myself, to execute or assent to foreign applications, and to execute all other legal documents as may be necessary or desirable to vest the enjoyment of the said entire right, title and interest hereby transferred in Assignee, its legal representatives, successors and assigns, or as the Assignee may direct. I specifically agree to, but without limitation, the following when requested by Assignee:

- (i) I will communicate to Assignee all facts known to me respecting said Invention;
- (ii) I will, as and when requested by Assignee, execute all lawful papers which Assignee may deem advisable for carrying out the true purposes and intent hereof, including all lawful oaths and affidavits, one or more written confirmations of this Agreement, all applications for Letters Patent in foreign countries and all divisional, continuation, reissue and substitute applications for Letters Patent for said Invention; and

- (iii) I will testify in any legal proceedings which involve said Invention or any Letters Patent granted therefore.

The Attorney of Record is hereby authorized to insert the Serial Number and filing date in any above blank spaces when received from the U.S. Patent and Trademark Office. I hereby authorize and request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said Invention to the said Assignee, its legal representatives, successors and assigns, as the sole owner of the entire right, title and interest in and to said patents and inventions covered thereby. I acknowledge and agree that the obligations recited herein are binding upon me and my heirs, executors, administrators and assigns forever.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of North Dakota, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

Fred Allen
Fred Allen
Date 8/18/09
STATE OF New Jersey
COUNTY OF Union
On this 18 day of August, 2009, before me, a notary public within and for said County and State, personally appeared **Fred Allen**, to me known to be the person described in and who executed the foregoing instrument.
Mary Angelo
Notary Public
My Commission Expires: October 25, 2011
MARY ANGELO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 25, 2011

Steve D. Simon
Steve D. Simon
Date Aug 14, 2009
STATE OF New Jersey
COUNTY OF Monmouth
On this 14 day of August, 2009, before me, a notary public within and for said County and State, personally appeared **Steve D. Simon**, to me known to be the person described in and who executed the foregoing instrument.
Diana M. Vesco
Notary Public
My Commission Expires:
DIANA M. VESCO
NOTARY
My Comm. Exp.
November 9, 2012
PUBLIC
MONMOUTH CO. N.J.

Victor A. Lifton

8/17/09
Date

STATE OF NEW JERSEY

COUNTY OF SOMERSET

On this 17th day of AUGUST, 2009, before me, a notary public within and for said County and State, personally appeared **Victor A. Lifton**, to me known to be the person described in and who executed the foregoing instrument.

SUZANNE DIAZ
Notary Public

My Commission Expires:

SUZANNE DIAZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 16, 2014
I.D.# 2384756

Ronald Durando

8/24/2009
Date

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

On this 24th day of AUGUST, 2009, before me, a notary public within and for said County and State, personally appeared **Ronald Durando**, to me known to be the person described in and who executed the foregoing instrument.

Robert Stanley Clayton
Notary Public

My Commission Expires:

ROBERT STANLEY CLAYTON
Notary Public, State of New Jersey
My Commission Expires Feb. 27, 2011