

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Omninet Investments, LLC	10/13/2004

RECEIVING PARTY DATA

Name:	Brookline Flolmstead LLC
Street Address:	2215-B Renaissance Drive
Internal Address:	Suite 5
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	09500721
Application Number:	09500724
Application Number:	09500884
Application Number:	09500886
Application Number:	09501091
Application Number:	09658380
Application Number:	09753745
Application Number:	11147853
Application Number:	11180764
Application Number:	11318396
Application Number:	10035393
Application Number:	11273641

CORRESPONDENCE DATA

CH \$480.00 09500721

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ATTORNEY DOCKET NUMBER:	5957-02000
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NAME OF SUBMITTER:	Dean M. Munyon
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Total Attachments: 2 source=Assignment to BFLLC#page1.tif source=Assignment to BFLLC#page2.tif
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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Omninet Investments, LLC, a California limited liability company, with an office at 9420 Wilshire Blvd., Suite 400, Beverly Hills, California 90212 (the "**Assignor**"), does hereby sell, assign, transfer and convey unto Brookline Flolmstead LLC, a Delaware limited liability company, having an office at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119, ("**Assignee**") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "**Patent Rights**"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
6667967	US	02/09/2000	High-Speed Network of Independently Linked Nodes
6741612	USCountry	03/05/2002	Two-Port Ethernet Line Extender
6646546	US	03/05/2002	Multiple Port Gigabit Ethernet Distribution Switch
09/753743	US	12/27/2000	Pocket Prioritization Protocol for a Large-Scale, High Speed Computer Network
09/753747	US	12/27/2000	Combination Power & Full Duplex Data Cable
09/988467	US	11/20/2001	Method and Apparatus for an Environmentally Hardened Ethernet Network System

Assignor represents, warrants and covenants that: (i) has good and marketable title to the Patent Rights identified above, (ii) it has obtained and properly recorded all third party consents, approvals, and/or other authorizations required to assign the Patent Rights and (iii) it has the right and authority to make the present assignment.

Assignor agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and at Assignee's reasonable expense, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include commercially reasonable efforts in providing and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Los Angeles
on 10-13-04

(Each signature MUST be notarized)

ASSIGNOR: Ommnet Investments, LLC

By: [Signature]
Name: Benjamin Nazarian
Title: Manager

