

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Lev Brouk</td> <td>07/30/2001</td> </tr> <tr> <td>Kenneth Norton</td> <td>06/20/2001</td> </tr> <tr> <td>Jason Douglas</td> <td>06/20/2001</td> </tr> <tr> <td>Peter Panec</td> <td>06/20/2001</td> </tr> </tbody> </table>		Name	Execution Date	Lev Brouk	07/30/2001	Kenneth Norton	06/20/2001	Jason Douglas	06/20/2001	Peter Panec	06/20/2001
Name	Execution Date										
Lev Brouk	07/30/2001										
Kenneth Norton	06/20/2001										
Jason Douglas	06/20/2001										
Peter Panec	06/20/2001										
RECEIVING PARTY DATA											
Name:	Grand Central Networks, Inc.										
Street Address:	275 Sacramento Street										
City:	San Francisco										
State/Country:	CALIFORNIA										
Postal Code:	94111										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12773776</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12773776						
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Application Number:	12773776										
CORRESPONDENCE DATA											
Fax Number:	(408)971-4660										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	408-971-2573										
Email:	jennifer@zilkakotab.com										
Correspondent Name:	Zilka-Kotab, PC										
Address Line 1:	P.O. Box 721120										
Address Line 4:	San Jose, CALIFORNIA 95172-1120										
NAME OF SUBMITTER:	Kevin J. Zilka										

Total Attachments: 7

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**PATENT
 REEL: 025141 FRAME: 0447**

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ASSIGNMENT
(Joint)

We, Lev Brouk, residing at 280 San Benito Way, San Francisco, CA 94127; Kenneth Norton, residing at 218 California Ave., Mill Valley, CA 94941; Jason Douglas, residing at 493 29th St., San Francisco, CA 94131; and Peter Panec, residing at 414 12th St., Santa Monica, CA 90402; (hereinafter each referred to as "Assignor") have made an invention relating to certain new and useful improvements in:

SYSTEM AND METHOD FOR MAPPING OF SERVICES

set forth in an application for Letters Patent of the United States, which is a non-provisional application bearing Application No. 09/820,964 and filed on March 30, 2001 ; and

WHEREAS, GRAND CENTRAL NETWORKS, INC., a corporation duly organized under and pursuant to the laws of ^{DELAWARE} ~~California~~, and having its principal place of business at 275 Sacramento St., San Francisco, CA 94111 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: July 30, 2001 By: Lev Brouk
Lev Brouk

State of: France
 County of: Paris
 The preceding Assignment was acknowledged before me this 30 day of juillet 2001
 by LEV BROUK
 My Commission Expires: _____
Notary Public



Date: _____ By: _____
Kenneth Norton

State of: _____
 County of: _____
 The preceding Assignment was acknowledged before me this _____ day of _____
 by _____
 My Commission Expires: _____
Notary Public

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: _____ By: _____
Lev Brouk

State of: _____
 County of: _____
 The preceding Assignment was acknowledged before me this _____ day of _____
 _____ by _____
 My Commission Expires: _____ Notary Public _____

Date: 6/20/01 By: 
Kenneth Norton

~~State of: _____
 County of: _____
 The preceding Assignment was acknowledged before me this _____ day of _____
 _____ by see attached
 My Commission Expires: _____ Notary Public _____~~

Date: 6/20/2007

By: *Jason Douglas*
Jason Douglas

State of: _____
 County of: _____
 The preceding Assignment was acknowledged before me this _____ day of _____
 by *see attached*
 My Commission Expires: _____ Notary Public _____

Date: 6/20/01

By: *Peter Panec*
Peter Panec

State of: _____
 County of: _____
 The preceding Assignment was acknowledged before me this _____ day of _____
 by *see attached*
 My Commission Expires: _____ Notary Public _____

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24CB011.DOC
060501/1448

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO } ss.

On JUNE 20, 2001, before me, Kristine S. Tamashiro, Notary Public

personally appeared KANNON S. NORTON

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Kristine Tamashiro
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment (JOINT) System and Method for Mapping of Services

Document Date: JUNE 20, 2001 Number of Pages: 3

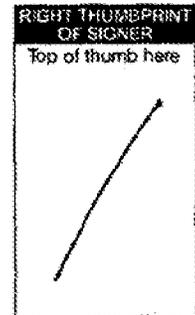
Signer(s) Other Than Named Above: Lev Brovik, Jason Douglas and Peter Pance

Capacity(ies) Claimed by Signer

Signer's Name: KANNON S. NORTON

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: N/A



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

} ss.

On JUNE 20, 2001

Date

before me, Kristine S. Tamashiro, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jason Douglas

Jason Douglas

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Kristine S. Tamashiro
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment (JOINT) Mapping of Services

System and Method for Mapping of Services

Document Date: JUNE 20, 2001

Number of Pages: 3

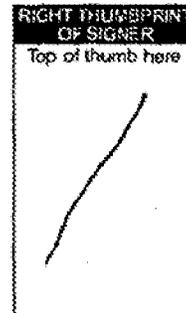
Signer(s) Other Than Named Above: Kenneth S. Norton; Lev Brink and Peter Pence

Capacity(ies) Claimed by Signer

Signer's Name: Jason Douglas

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: N/A



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO } ss.

On JUNE 20, 2001 before me, Kristine S. Tamashiro, Notary Public

personally appeared Peter Panec
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Kristine S. Tamashiro
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment (Joint) System and Network Mapping of Services

Document Date: JUNE 20, 2001 Number of Pages: 3

Signer(s) Other Than Named Above: LEV BROUK, KENNETH NORTON and JASON DOUGLAS

Capacity(ies) Claimed by Signer

Signer's Name: Peter Panec

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: N/A

