

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Matthew Rosenhaft	10/23/2001
Barry Brager	10/23/2001
RECEIVING PARTY DATA	
Name:	Starpound Corporation
Street Address:	5002 Brighthampton Drive
City:	Smyrna
State/Country:	GEORGIA
Postal Code:	30080
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12983378
CORRESPONDENCE DATA	
Fax Number:	(404)420-2435
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-497-7400
Email:	Mike@mehrmanlaw.com
Correspondent Name:	MEHRMAN LAW OFFICE, P.C.
Address Line 1:	P.O. Box 420797
Address Line 4:	ATLANTA, GEORGIA 30342
ATTORNEY DOCKET NUMBER:	4S04.1-014
NAME OF SUBMITTER:	Michael J. Mehrman
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OP \$40.00 12983378

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PATENT
REEL: 025572 FRAME: 0063

ASSIGNMENT OF INVENTION AND PATENT APPLICATION

WHEREAS, we, **Matthew Rosenhaft**, having a post office address at 641 Granville Court, Atlanta, Georgia 30328, and **Barry Brager**, having a post office address at 5002 Brighthampton Dr., Smyrna Georgia 30080, (hereinafter referred to ASSIGNORS), are the joint inventors of an invention entitled **"TELECOMMUNICATIONS INITIATED DATA FULFILLMENT SYSTEM"** as described and claimed in the specification forming part of an application for United States letters patent **filed concurrently herewith**;

WHEREAS, **STARPOUND Corporation**. (hereinafter referred to as ASSIGNEE), a corporation of the State of Georgia, having a place of business at, 768 Marietta Street, Suite 102, Atlanta Georgia 30318, is desirous of acquiring assignor's right, title and interest in and to the invention and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries;

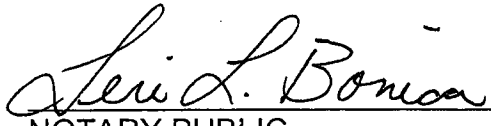
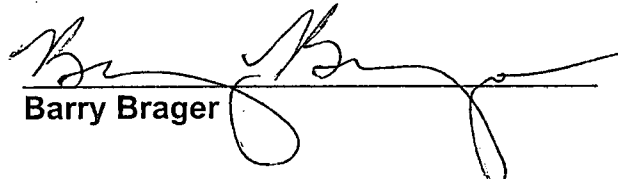
NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which we hereby acknowledge, we (ASSIGNORS) hereby sell, assign and transfer unto said ASSIGNEE, the right, title and interest in and to said invention, said application and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said invention, application and all letters patent on said invention to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and entirely as the same would have been held and enjoyed by the ASSIGNORS had this assignment, transfer and sale not been made. The ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEE. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefor.


Matthew Rosenhaft

STATE OF GEORGIA

Before me, a Notary Public in and for the State of Georgia, on this 23rd day of **October, 2001**, personally appeared **Matthew Rosenhaft**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.


(Seal)


NOTARY PUBLIC
My Commission Expires: 7/15/2005
Barry Brager

STATE OF GEORGIA

Before me, a Notary Public in and for the State of Georgia, on this 23rd day of **October, 2001**, personally appeared **Barry Brager**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

(Seal)


NOTARY PUBLIC
My Commission Expires: 7/15/2005