

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Shadow Enterprises LLC	01/28/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Shadow Enterprises Inc.
<b>Street Address:</b>	1070 Ocean Avenue
<b>City:</b>	Seabright
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07760
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7451102
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)732-3232
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(212) 238-8610
<b>Email:</b>	flaws@clm.com
<b>Correspondent Name:</b>	Keith D. Nowak, Esq.
<b>Address Line 1:</b>	Carter Ledyard & Milburn LLP, 2 Wall St.
<b>Address Line 4:</b>	New York, NEW YORK 10005
<b>ATTORNEY DOCKET NUMBER:</b>	SHA30.001
<b>NAME OF SUBMITTER:</b>	Keith D. Nowak
<b>Total Attachments: 4</b> source=SHA30_001_Assignment#page1.tif source=SHA30_001_Assignment#page2.tif source=SHA30_001_Assignment#page3.tif source=SHA30_001_Assignment#page4.tif	

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## PATENT APPLICATION ASSIGNMENT

This Patent Application Assignment (the "Assignment") is made and effective as of 1/28, 2008 ("Effective Date") by and between Shadow Enterprises LLC, a Limited Liability Company (the "Assignor") and Shadow Enterprises Inc. a Delaware Corporation (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

**WHEREAS**, the Assignor is the owner of a non-provisional patent application for Letters Patent of the United States, entitled Ordering Method Utilizing Instant Messaging, filed on August 22, 2006 as U.S. Application Serial No. 11/508,137 ( the "Patent Application"); and

**WHEREAS**, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in the Inventions and to the Patent Application; and

**WHEREAS**, the Assignee desires to acquire all of the Assignor's right, title, and interest in the Inventions and to the Patent Application and any and all letters patent or similar legal protections, foreign or domestic, to be obtained therefor; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Assignment.

**NOW, THEREFORE**, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

#### 1. ASSIGNMENT OF PATENT APPLICATION.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all of the Assignor's right, title, and interest in and to the following throughout the world:

- (a) the Inventions and the Patent Application;
- (b) the patent claims, all rights to prepare derivative works, all goodwill, and other rights to the Inventions and the Patent Application; and
- (c) any and all registrations, corresponding domestic and foreign applications, letters patents, or similar legal protections issuing on such Patent Application and any divisions, continuations, continuations-in-part, and reissues of said Patent Application, and all rights and benefits under any applicable treaty or convention

## **2. CONSIDERATION.**

As consideration for the assignment of the Inventions and the Patent Application and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor.

## **3. AUTHORIZATION TO DIRECTOR.**

The Assignor hereby authorizes the Director of the United States Patent & Trademark Office to issue any and all patents and registrations that may be granted on the Patent Application to the Assignee, as the Assignee of the entire right, title, and interest in and to the same, for the Assignee's sole use and benefit, and for the use and benefit of the Assignee's legal representatives, to the full end of the term for which such patent may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made.

## **4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.**

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Inventions and the Patent Application;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Invention or Patent Application or agreed to do so and
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;

## **5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.**

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

## **6. SUCCESSORS AND ASSIGNS.**

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

## **7. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

## **8. GOVERNING LAW.**

This Assignment shall be governed by the laws of the state of Delaware

## **9. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

## **10. SEVERABILITY.**

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

## **11. ENTIRE ASSIGNMENT.**

This Assignment constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and

all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**12. HEADINGS.**

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

**IN WITNESS WHEREOF**, the Parties have executed this Assignment as of the date first above written.

**ASSIGNOR**

Shadow Enterprises LLC

By: Keith D. Nowak  
Name: Keith D. Nowak  
Title: Managing Member

**ASSIGNEE**

Shadow Enterprises Inc.

By: Keith D. Nowak  
Name: Keith D. Nowak  
Title: President