

## PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

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|--|-----------------------------|
| SUBMISSION TYPE:   | NEW ASSIGNMENT              |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                  |
| CONVEYING PARTY DATA   |                             |
| Name   | Execution Date              |
| Jay S. Walker Irrevocable Credit Shelter Trust   | 10/18/1999                  |
| RECEIVING PARTY DATA   |                             |
| Name:  | Walker Digital Corporation  |
| Street Address:  | Two High Ridge Park Rd.     |
| City:  | Stamford                    |
| State/Country:   | CONNECTICUT                 |
| Postal Code:   | 06905                       |
| PROPERTY NUMBERS Total: 1  |                             |
| Property Type  | Number                      |
| Application Number:  | 11435118                    |
| CORRESPONDENCE DATA  |                             |
| Fax Number:  | (312)827-8185               |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>   |                             |
| Phone:   | 312-781-6024                |
| Email:   | chicago.patents@klgates.com |
| Correspondent Name:  | Holby M. Abern              |
| Address Line 1:  | K&L Gates LLP               |
| Address Line 2:  | P.O. Box 1135               |
| Address Line 4:  | Chicago, ILLINOIS 60690     |
| ATTORNEY DOCKET NUMBER:  | 3718582-00262               |
| NAME OF SUBMITTER:   | Holby M. Abern              |
| Total Attachments: 3<br>source=3718582-262assignment#page1.tif<br>source=3718582-262assignment#page2.tif<br>source=3718582-262assignment#page3.tif |                             |

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PATENT  
REEL: 026641 FRAME: 0231

TRANSFER AGREEMENT

AGREEMENT made as of the 18<sup>th</sup> day of October, 1999 between WALKER DIGITAL CORPORATION, a Connecticut corporation (the "Assignee") and THE JAY S. WALKER IRREVOCABLE CREDIT SHELTER TRUST dated July 30, 1994 (the "Assignor").

WHEREAS, the Assignor is a limited partner in Walker Asset Management Limited Partnership ("WAM"); and

WHEREAS, the Assignor wishes to assign its interest in WAM (the "Partnership Interest") to Assignee for good and adequate consideration (the "Consideration"); and

WHEREAS, the Assignee wishes to acquire the Partnership Interest.

NOW, THEREFORE, in consideration of the premises the parties agree as follows:

1. Representations of Assignor. The Assignor represents and warrants that it owns the Partnership Interest beneficially and of record, free and clear of all pledges, liens or encumbrances of any kind, that it has received all consents necessary to the transfer of the Partnership Interest and it has full power and right to transfer the Partnership Interest to the Assignee.

2. Acceptance. The Assignee wishes to become a substituted limited partner in WAM and accepts and adopts all of the terms and

conditions of the WAM Limited Partnership Agreement dated as of September 6, 1994.

3. Transfer of Partnership Interest. Assignor hereby transfers to Assignee its entire Partnership Interest for the Consideration.

4. General Releases. The Assignee and the Assignor acknowledge and represent that they have full access to the financial condition, prospects and affairs of WAM and neither party is relying on any statement or representation with respect thereto made by the other party. The remaining partners and WAM hereby release the Assignor from all claims, and represent and warrant that neither such partners nor WAM has taken any action affecting WAM's business which is not now reflected on the books of WAM.

5. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to its subject matter and may not be modified or amended orally.

6. Notices. All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

7. Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single

exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

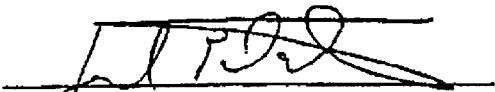
8. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.


9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

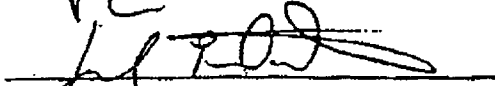
10. Counterparts. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original but all of which together shall be one and the same instrument.

11. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

  
Jeri Jackson

  
J. S. Walker

  
Jeri Jackson

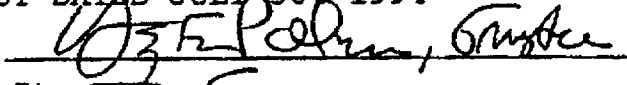
WALKER DIGITAL CORPORATION

By:

  
Its Secretary, Vice President

THE JAY S. WALKER IRREVOCABLE CREDIT TRUST DATED JULY 30, 1994

By:

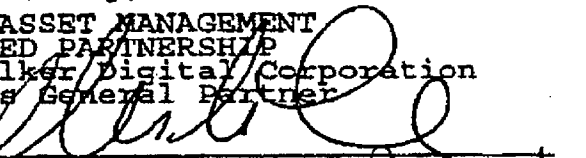
  
Its Trustee

WALKER ASSET MANAGEMENT LIMITED PARTNERSHIP

By:

Walker Digital Corporation  
Its General Partner

By:

  
Secretary, Vice President