

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ari Kahn	11/13/2008
RECEIVING PARTY DATA	
Name:	Starscriber Corporation
Street Address:	Suite 803, 207 West Hastings Street
City:	Vancouver, British Columbia
State/Country:	CANADA
Postal Code:	V6B 1H7
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10556037
CORRESPONDENCE DATA	
Fax Number:	(215)568-3439
Phone:	215-568-3100
Email:	Assignments@woodcock.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Aaron F. Bourgeois, Esq.
Address Line 1:	Cira Centre, 12th Floor, 2929 Arch St.
Address Line 2:	WOODCOCK WASHBURN LLP
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2891
ATTORNEY DOCKET NUMBER:	SSBR-0007
NAME OF SUBMITTER:	Tisha Hardrick
Total Attachments: 16 source=SSBR0007_November2008_Assignment_Starscriber#page1.tif source=SSBR0007_November2008_Assignment_Starscriber#page2.tif source=SSBR0007_November2008_Assignment_Starscriber#page3.tif	

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**AMENDMENT TO
PATENT ASSIGNMENT AGREEMENT**

THIS AMENDMENT ("Amendment"), is executed by and between Ari Kahn, ("Assignor"), on the one hand, and Starscriber Corporation, a Delaware corporation, ("Assignee"), on the other hand.

WHEREAS, Assignor and Assignee entered into the Patent Assignment Agreement ("Assignment"), effective as of February 15, 2008 which was to perfect and record the patents that were assigned by Assignee to Assignor in a Technology Assignment Agreement in September 2006;

WHEREAS, Assignor and Assignee now desire to amend the Assignment to correct a mistake of fact in the Assignment and to substitute the attached Substitute Schedule A for Schedule A of the Assignment;

NOW, THEREFORE, in consideration of the mutual promises set forth in the Assignment and intending to be bound thereby, the parties agree as follows:

1. Correction of State of Incorporation. The first paragraph of the Assignment is hereby amended to correct a mistake of fact as to the Assignee's state of incorporation and replaced in its entirety as follows:

THIS PATENT ASSIGNMENT AGREEMENT ("Assignment") is executed by and between Ari Kahn, ("Assignor"), on the one hand, and Starscriber Corporation, a Delaware corporation, ("Assignee"), on the other hand.

2. Substitution of Schedule A. Schedule A of the Assignment is hereby deleted and replaced in its entirety with Substitute Schedule A as disclosed in Exhibit 1.

Executed on this 12 day of NOVEMBER 2008.

Assignee: STARScriber CORPORATION

By: Robert Hamilton

Name: ROBERT HAMILTON

Title: CHIEF FINANCIAL OFFICER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

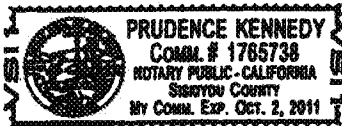
On Nov 13 2008

before me,

Here Insert Name and Title of the Officer

personally appeared Prudence Kennedy

Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____

Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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Assignor: ARI KAHN

By: *AK*
Name: ARI KAHN
Title: FOUNDER

STATE OF: CA. USA

COUNTY OF: SISKIYOU

On this 13 day of Nov., 2008, before me, a Notary Public in and for the State and County foresaid, personally appeared *ARI KAHN* known by me to be the person above named, duly authorized to execute this Assignment Agreement, who signed and executed the foregoing instrument.

Notary Public My Commission Expires:

Dec. 2, 2011

Prudence Kennedy
See attachment

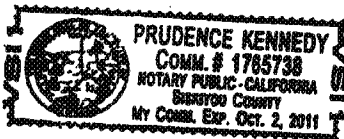


EXHIBIT I

Substitute Schedule A

Patents

All inventions and trade secrets and related rights of Assignor not otherwise listed below.

Docket Number	Application Number	Patent Number	Country	Inventor	Application Date	Grant Date	Title

EXHIBIT 1

Docket Number	Application Number	Patent Number	Country	Inventor	Application Date	Grant Date	Title

EXHIBIT 1

[illegible]

EXHIBIT 1

Docket Number	Application Number	Patent Number	Country	Inventor	Application Date	Grant Date	Title
[REDACTED]							
PA135234/P	ZA 2003/3551		South Africa	Ari Kahn	May 8, 2003		Call Management Protocol for Insufficient Credit
[REDACTED]							
PA135234/PCT	PCT/IB2004/001445 (Publication No. WO2004/100521)		PCT	Ari Kahn	May 7, 2004		Call Management Protocol for Insufficient Credit
[REDACTED]							

EXHIBIT 1

Docket Number	Application Number	Patent Number	Country	Inventor	Application Date	Grant Date	Title
PA135234/US=SSBR-0007	10/556,037 (Publication No. 2008/0139170)		United States	Ari Kahn	May 8, 2003		Call Management Protocol for Insufficient Credit

EXHIBIT 1

Docket Number	Application Number	Patent Number	Country	Inventor	Application Date	Grant Date	Title

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INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment is entered into as of September ___, 2006 by ARI KAHN, an individual ("Assignor"), for the benefit of STARSCRIBER CORPORATION, a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Technology Assignment Agreement dated as of September ___, 2006 between Assignee and Assignor (the "Agreement"), Assignor assigned to Assignee those certain patents, copyrights, trademarks and other intellectual property rights, all of which are listed in Schedules A, B and C attached hereto (collectively, the "Property") in consideration of certain payments by Assignee to Assignor as more fully described in the Agreement; and

WHEREAS, Assignor and Assignee desire to confirm such transfer pursuant to this Assignment.

NOW, THEREFORE, in consideration of the receipt of the payments described above and for other good and valuable consideration set forth in the Agreement and intending to be legally bound, Assignor hereby irrevocably assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Property, together with the goodwill associated with and symbolized by each trademark therein and the right to sue for past infringement if there may be any, under patent, copyright, trademark and trade secret law, in perpetuity or for the longest period otherwise permitted by law in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in Schedules A, B and C, together with its entire right, title and interest in and to patent applications and such patents as may issue thereon or claim priority under the laws of the United States or any foreign country or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said Patents, and any right, title and interest it may have in provisional applications to which any application claims priority.

Assignor hereby acknowledges that this assignment, being of the entire right, title and interest in and to said invention(s), carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of our entire right, title and interest therein.

Assignor acknowledges that Assignee shall be entitled to obtain and hold in its own name all patents, copyrights, trademarks and trade secrets with respect to the Property. Assignor agrees to assist Assignee in acquiring and maintaining patent, copyright, trademark and trade secret protection upon, and confirming Assignee's title to, the Property, at the sole request and expense

EXECUTION COPY

of Assignee. The assistance of Assignor will include signing all applications for patents, copyrights and trademarks and other papers, cooperating in legal proceedings and taking any other steps considered desirable by Assignee.

This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment as of the first date written above.

A handwritten signature in black ink, appearing to read 'Ari Kahn', is written over a horizontal line.

Ari Kahn

EXECUTION COPY

STATE OF CALIFORNIA :
 :
COUNTY OF SISKIYOU : SS

On the 25th day of SEP, 2006, before me, the undersigned officer, a notary public in and for the State and County aforesaid, personally appeared Ari Kahn, known to me or satisfactorily proven to be, the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Connie Melo
NOTARY PUBLIC

My Commission Expires: 5/19/09

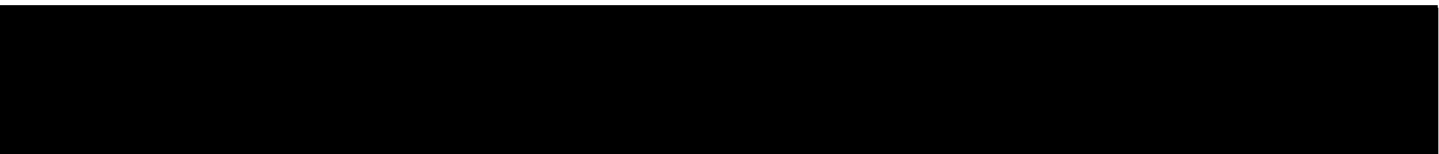


EXHIBIT A

Patents

1) Patent rights.

1.1 United States Provisional Patent Application :



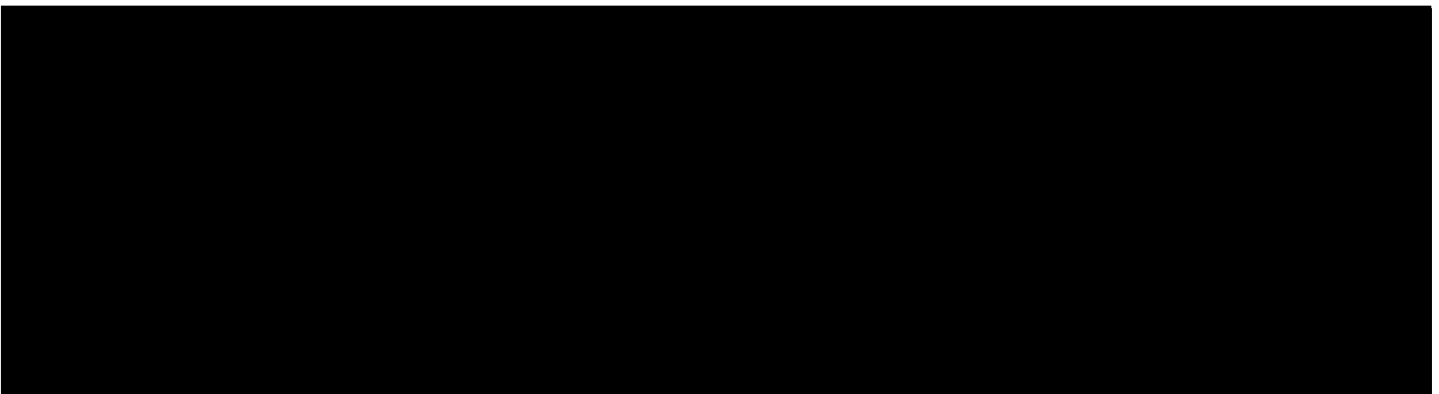
1.2 PTC patent applications:

(a)

Title: CALL MANAGEMENT PROTOCOL FOR INSUFFICIENT CREDIT

Publication Date: 11/18/2004

Publication Number: WO2004100521



1.3 All patent rights relating to, based upon, or emanating from, the applications referenced above, including but not limited to any amended applications or continuations in part, and any patent applications in additional countries based upon such patent applications, claiming priority from such patent applications, or covering the subject matter claimed in such patents.

EXHIBIT B

EXHIBIT B

Copyrights

<u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
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EXHIBIT B

EXHIBIT C

Trademarks

All rights in the following marks :

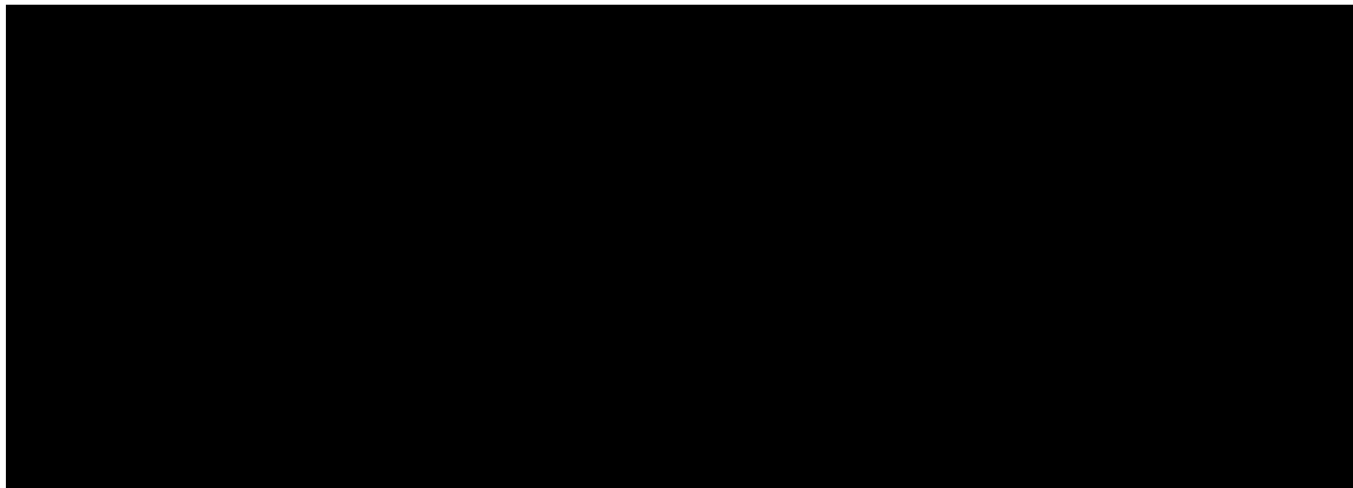


EXHIBIT C