

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Intertech Holdings, LLC	12/21/2009
RECEIVING PARTY DATA	
Name:	Quest Nettech Corporation
Street Address:	19 Fortune Lane
City:	Jericho
State/Country:	NEW YORK
Postal Code:	11753
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	5128752
Patent Number:	5227874
Patent Number:	5249044
Patent Number:	5283734
Patent Number:	5368129
Patent Number:	5508731
Patent Number:	5697844
Patent Number:	5713795
Patent Number:	5759101
Patent Number:	5916024
Patent Number:	6443840
CORRESPONDENCE DATA	
Fax Number:	(800)411-1650
Phone:	888-743-7577
Email:	jscahill@qprc.com

OP \$440.00 5128752

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Jon Scahill
Address Line 1: 7 Scott Circle
Address Line 4: Purchase, NEW YORK 10577

NAME OF SUBMITTER:

Jon C. Scahill

Total Attachments: 3

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EXHIBIT A

A S S I G N M E N T

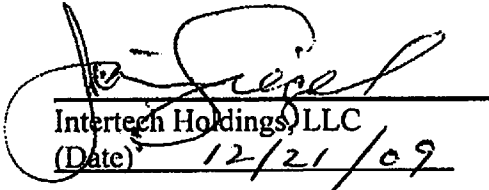
WHEREAS, **Intertech Holdings, LLC**(the "Assignor"), having a principal business address 1 Meadow Lane, Woodcliff Lake, New Jersey 076777 is hereafter referred to as Assignor, have acquired all right title and interest to the inventions of certain new and useful improvements disclosed in certain patents and patent applications recited in the Patent and Patent Application Portfolio List attached hereto, for which applications for a United States Letters Patent were executed and Patents have been granted;

WHEREAS, Quest NetTech Corporation a Texas corporation, herein referred to as "Assignee" whose mailing address is 251 W81st St., Suite 7B, New York, NY 10024 is desirous of acquiring the entire right, title and interest in the same;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Assignor agrees as follows: Assignor agrees to assign, and hereby does assign, to the Assignee its entire right, title and interest in and to each of the patents listed below, as well as to the "Assigned Applications" in the United States of America and all other countries, where "Assigned Applications" means the patents and patent applications recited in the attached Patent List, as well as any and all pending patent applications, including any and all inventions, discoveries and other subject matter described therein, any divisional, continuation, continuation-in-part, substitute, reissue, re-examination or other application claiming priority to or benefit of the patent applications pursuant to any law or treaty, and any patent issuing from the foregoing. this Assignment expressly and specifically, without limitation, assigns to Assignee all rights to sue for past, present, and future infringement, including the right to collect and receive any monetary damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action anywhere in the world. Assignor agrees to assign, and hereby does assign, to Assignee the right to claim such priority or benefit. Assignor has not previously conveyed, nor are they aware of an obligation to convey, their rights in the Assigned Applications to a third party. Assignor hereby authorizes the U.S. Patent and Trademark Office, and any other governmental agency in the world, to issue to Assignee all patents resulting from the Assigned Applications and to record Assignee's ownership thereof. At Assignee's reasonable request Assignor agrees, without further remuneration, to execute and deliver documents prepared at Assignee's expense and to provide other cooperation, such as testimony at Assignee's sole cost and expense, as may be reasonably required to evidence or protect Assignee's rights in the Assigned Applications. Assignee may assign or transfer all or part of its rights set forth herein in its sole discretion. Assignor agrees that Assignee may affix hereto or hereon an indication, with its signature, of its acceptance of the assignment and other provisions hereof. If any provision hereunder is unenforceable, the requirements of the provision shall remain to the full extent permissible by law and the offending portions thereof shall be deemed replaced, to the extent possible, with a provision most closely reflecting the purpose of the offending provision.

PATENT LIST

5,128,752
5,227,874
5,249,044
5,283,734
5,368,129
5,508,731


Intertech Holdings, LLC
(Date) 12/21/09

NOTARIAL CERTIFICATION OF ASSIGNOR

I, JOAN MICICUCCI, a Notary Public of STATE OF NEW JERSEY, hereby certify that JAIME SIEGEL who executed the attached document before me on December 21, 2009, has proven to me on the basis of satisfactory evidence, that he/she had and has full authority to execute documents on behalf of Assignor, a limited liability company organized under the laws of the State of Delaware, doing business at 1 Meadow Lane, Woodcliff Lake, New Jersey 07677.


Notary Public

My commission expires: 9/30/2012

Second Rider and Amendment to Intellectual Property Purchase And
Assignment Agreement Dated as of December 21, 2009

This Second Rider and Amendment (hereinafter "Second Rider") is intended by the parties hereto to modify and amend the terms of the Intellectual Property Purchase And Assignment Agreement dated as of December 21, 2009 along with the Rider and Amendment to Intellectual Property Purchase And Assignment Agreement (collectively "the Agreement"). Upon execution hereof, this Second Rider shall be affixed to and become a part of the Agreement. In consideration for the payment of the sum of ten dollars (\$10.00) by Quest NetTech Corporation to Intertech Holdings, LLC, the receipt of which is hereby acknowledged and for other good and valuable consideration, the parties hereto agree as follows:

1. The Parties agree to the following revisions to the Agreement:

a. the time period of Paragraph 8 of the Agreement, "one hundred eighty (180) days after (i) a final non-appealable judgment is entered in the Delta Lawsuit (as defined in the Rider) as to all parties; or (ii) a final non-appealable Order of Dismissal With Prejudice is entered in the Delta Lawsuit against all parties with respect to all claims and counterclaims (the "Performance Period")" is stricken from the Agreement and replaced with the following "for as long as Quest NetTech Corporation is actively engaged in efforts to monetize the Patent Portfolio through licensing or litigation ("Performance Period")."

b. added to the Patent List in Exhibit A of the Agreement are patent numbers 5697844, 5713795, 5759101, 5916024, and 6443840

2. Except as expressly provided herein all other terms and provisions of the Agreement shall remain in full force and effect.

Intertech Holdings, LLC

By: 

JAMES A. SIEGEL

Dated: October 25, 2011

Quest NetTech Corporation

By: 

Dated: October 25, 2011