

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6873132

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MINUTES OF THE MEETING OF THE BOARD INCLUDING BILL OF SALE	
CONVEYING PARTY DATA		
	Name	Execution Date
	BRN PHOENIX, INC.	07/03/2008
RECEIVING PARTY DATA		
Name:	DTV SATELLITE BROADBAND, LLC	
Street Address:	2230 EAST IMPERIAL HIGHWAY	
City:	EL SEGUNDO	
State/Country:	CALIFORNIA	
Postal Code:	90245	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	12276261	
Application Number:	13411507	
Application Number:	13411510	
Application Number:	14804094	
CORRESPONDENCE DATA		
Fax Number:	(404)815-6555	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4048156500	
Email:	landrew@kilpatricktownsend.com	
Correspondent Name:	THE DIRECTV GROUP, INC.	
Address Line 1:	2260 E. IMPERIAL HWY.	
Address Line 4:	EL SEGUNDO, CALIFORNIA 90245	
ATTORNEY DOCKET NUMBER:	DTV208070	
NAME OF SUBMITTER:	LESLEY L. ANDREW	
SIGNATURE:	/Lesley L. Andrew/	
DATE SIGNED:	08/19/2021	
Total Attachments: 6		
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*Brian Roach
BRN Phoenix*

MINUTES OF THE MEETING OF
THE BOARD OF DIRECTORS
OF BRN PHOENIX, INC.

JULY 3, 2008

A telephonic meeting was properly noticed and held on July 3, 2008 at 10:00 AM Eastern daylight time. Participating in the telephonic meeting were board members, Bruce B. Churchill, J. William Little and Romulo Pontual. Dale Branlund, the remaining board member did not participate. Timothy D. Gibson and Keith U. Landenberger also participated.

Mr. Churchill presided at the meeting and Mr. Landenberger was asked to serve as secretary and take minutes of the meeting.

As the first item of business, Mr. Churchill explained that BRN Phoenix, Inc. (the "Company") had received notice from DTV Satellite Broadband, LLC ("DTV") that an event of default had occurred pursuant to a promissory note of the Company held by DTV and that DTV conducted a public auction pursuant to the provisions of the California Uniform Commercial Code of the collateral securing the promissory which consisted of substantially all of the assets of the Company. Given the circumstances of the Company and its inability to repay the amounts due and owing under the promissory note, it was recommended that the Board approve resolutions necessary and appropriate to recognize the rights of DTV pursuant to its actions in accordance with the California Uniform Commercial Code.

Following discussion of this matter, on motion duly made and seconded, the resolutions attached in Annex A under the heading "Public Auction and Bill of Sale" were unanimously adopted by the participating board members.

As the second item of business and related to the first, Mr. Churchill explained to the board that a deficiency existed following the auction conducted by DTV and that pursuant to the terms of the promissory note, DTV was entitled to all remaining cash of the Company to partially satisfy a deficiency that existed following the public auction of the collateral. Mr. Churchill advised the board that DTV was agreeable to permitting the Company to retain a portion of the cash to cover remaining expenses of the Company. It was recommended that the board approve resolutions necessary and appropriate to release the excess cash to DTV in recognition of the rights of DTV pursuant to the promissory note.

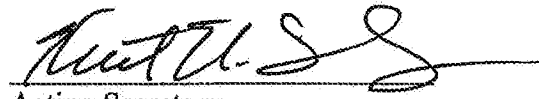
Following discussion of this matter, on motion duly made and seconded, the resolutions attached in Annex A under the heading "Cash Transfer" were unanimously adopted by the participating board members.

Finally, to facilitate the orderly wind-down of the operations of the Company and in light of the resignation or termination of the previous officers of the Company, Mr. Churchill

suggested that it was appropriate to elect new officers and to provide certain officers and employees of the Company with signatory powers authorizing them to undertake all necessary and appropriate action and execute such documents as may be necessary and appropriate to carry out the actions authorized by the board. Therefore, it was recommended that the board approve appropriate resolutions electing officers and delegating signatory authority.

Following discussion of this matter, on motion duly made and seconded, the resolutions attached in Annex A under the heading "Further Actions" were unanimously adopted by the participating board members.

Thereafter, on motion duly made and seconded, the meeting was adjourned at approximately 10:15 AM EDT.


Acting Secretary

BRN PHOENIX, INC.**RESOLUTIONS**

July 3, 2008

WHEREAS, on January 22, 2008 BRN Phoenix, Inc. (the "Company") issued that certain Promissory Note, to DTV Satellite Broadband, LLC ("DTV"), dated as of January 22, 2008 (the "Promissory Note"), and entered into that certain Security Agreement, made by the Company in favor of DTV, dated as of January 22, 2008 (the "Security Agreement"), together with the Promissory Note, the "Loan Documents"), pursuant to which DTV made loans to the Company in an aggregate principal amount of \$4 million, which loans are secured by substantially all of the assets of the Company (the "Collateral").

Public Auction and Bill of Sale

WHEREAS, the Company previously received notice from DTV that an Event of Default had occurred (as such term is defined in the Promissory Note) under the Promissory Note and that DTV intended to pursue the remedies available to it provided under the Loan Documents and by applicable law by initiating a public auction of the Collateral pursuant to the Uniform Commercial Code (the "Public Auction");

WHEREAS, the Public Auction occurred on July 1, 2008, pursuant to which the Collateral was sold to DTV for the amount of \$4 million (the "Sale Amount") in partial satisfaction of the debt and other obligations owed by the Company to DTV under the Loan Documents (the "Obligations");

WHEREAS, the Company desires to document the transfer of title of the Collateral to DTV pursuant to terms of that certain Bill of Sale, the form of which is attached as Exhibit A (the "Bill of Sale").

NOW, THEREFORE, BE IT:

RESOLVED, that the form, terms and provisions of the Bill of Sale, be, and the same hereby is, authorized and approved in all respects;

RESOLVED, that any Authorized Signatory (as such term is defined below) be, and each of them hereby is, authorized in the name and on behalf of the Company to execute and deliver the Bill of Sale substantially in the form attached hereto as Exhibit A, with such modifications thereto as the Authorized Signatory executing the Bill of Sale may deem necessary, appropriate or desirable, such execution conclusively to evidence the due authorization and approval thereof by the Board;

RESOLVED, that any Authorized Signatory be, and each of them hereby is, authorized in the name and on behalf of the Company, to execute and deliver such other agreements, consents, certificates, guarantees or other documents, in such forms and containing such terms as the Authorized Signatory executing the same may deem necessary, appropriate or desirable, contemplated by or in furtherance of the Public Auction, the Loan Documents, the Bill of Sale and the other transactions contemplated by the these resolutions, including, without limitation, all agreements or other documents required by local, state or federal officials to implement the transfer of title of all Collateral to DTV, such execution conclusively to evidence the due authorization and approval thereof by the Board; and

RESOLVED, that all acts and things heretofore done by any of such Authorized Signatory or by any employees or agents of the Company, on or prior to the date hereof in connection with the transactions and other matters contemplated by the foregoing resolutions be, and they hereby are, approved and ratified.

Cash Transfer

WHEREAS, after receipt of the Collateral from the Public Auction, the Company continues to be liable to DTV for other Obligations pursuant to the terms of the Loan Documents and applicable law (the "Deficiency Amount").

WHEREAS, the Company has approximately \$500,000 in cash held in the deposit accounts of the Company identified on Exhibit B (the "Company Bank Accounts");

WHEREAS, the Company desires to retain at this time approximately \$20,000 in cash in the Company Bank Accounts in order to pay certain Company expenses (the "Expenses") and partially satisfy the Deficiency Amount by transferring to DTV as soon as possible cash in the amount of \$480,000 (the "Cash Amount") and, after paying the Expenses, transferring any remaining cash amounts in the Company Bank Accounts to DTV.

NOW, THEREFORE, BE IT:

RESOLVED, that any Authorized Signatory be, and each of them hereby is, authorized in the name and on behalf of the Company, to transfer, or to effectuate the transfer of, (i) the Cash Amount as soon as possible from the Company Bank Accounts to the bank account or accounts specified by DTV and (ii) after paying the Expenses, all remaining cash amounts held in the Company Bank Accounts to the bank account or accounts specified by DTV (collectively, the "Cash Transfer");

RESOLVED, that any Authorized Signatory be, and each of them hereby is, authorized in the name and on behalf of the Company, to execute and deliver such other agreements, consents, certificates, guarantees or other documents, in such forms and containing such terms as the Authorized Signatory executing the same may deem

necessary, appropriate or desirable, contemplated by or in furtherance of the Cash Transfer and the other transactions contemplated by or necessary to effectuate the Cash Transfer, such execution conclusively to evidence the due authorization and approval thereof by the Board; and

RESOLVED, that all acts and things heretofore done by any of such Authorized Signatory or by any employees or agents of the Company, on or prior to the date hereof in connection with the transactions and other matters contemplated by the foregoing resolutions be, and they hereby are, approved and ratified.

Further Actions

RESOLVED, that J. William Little, Timothy Gibson and Joe Ronca (each, an "Authorized Signatory") be, and each hereby is, authorized, empowered, and directed, for and on behalf of the Company to execute, deliver and perform, any and all documents or instruments with such changes therein, additions or deletions thereto as any such Authorized Signatory may approve and to perform all acts, do all things, and pay or cause to be paid all liabilities, expenses and costs as may be by any of them deemed necessary, appropriate or advisable in order to carry out the purposes of the foregoing resolutions; and

RESOLVED, that any actions taken by any Authorized Signatory, for or on behalf of the Company prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof be, and hereby are, authorized, adopted, approved, confirmed and ratified in all respects as the actions of the Company; and

RESOLVED, that J. William Little is hereby appointed as President and Chief Executive Officer of the Company and Timothy Gibson is hereby appointed as Treasurer and Secretary of the Company.

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EXHIBIT A

BILL OF SALE

This **BILL OF SALE** (this "Bill of Sale") is made and delivered this July [], 2008, by BRN PHOENIX, INC., a Delaware corporation ("Seller"), for the benefit of DTV Satellite Broadband, LLC ("Purchaser").

WHEREAS, on January 22, 2008 Seller issued that certain Promissory Note, to Purchaser, dated as of January 22, 2008 (the "Promissory Note"), and entered into that certain Security Agreement, made by Seller in favor of Purchaser, dated as of January 22, 2008 (the "Security Agreement"), pursuant to which Purchaser made loans to Seller, which loans are secured by substantially all of the assets of the Company (the "Collateral")

WHEREAS, the Purchaser exercised its post-default remedies with respect to the Collateral and, on July 1, 2008, the Purchaser conducted a public auction (the "Public Auction") under the applicable provisions of the Uniform Commercial Code and other applicable law, and pursuant to which the Collateral was auctioned in partial satisfaction of debt and obligations owed by Seller to DTV (the "Obligation").

WHEREAS, the Purchaser acquired the Collateral at the Public Auction.

NOW, THEREFORE, in consideration of the partial satisfaction of the Obligation, the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller:

1. Seller does hereby bargain, sell, grant, assign, transfer, convey and deliver unto Purchaser free and clear of all liens and other encumbrances, and its successors and assigns, forever, all of Seller's right, title and interest in and to the Collateral, including, without limitation, all of Seller's right, title and interest in and to U.S. Patent No. 6128276, issued October 3, 2000, and U.S. Patent No. 6512737 B1, issued January 28, 2003, **TO HAVE AND TO HOLD** such Collateral with all appurtenances thereto, unto Purchaser, and its successors and assigns, for its use forever.

2. This Bill of Sale shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

3. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms under which the Public Auction was conducted. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Public Auction, the terms provided for in the Public Auction shall govern.

4. This Bill of Sale is executed and delivered pursuant to the Uniform Commercial Code, and shall be deemed as a "transfer statement" under Section 9-619 thereof.

5. This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of New York, as applied to contracts made and performed entirely in such State.