

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The James Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 3, 2000

2. Name and address of receiving party(ies)

Name: Remote Communications, Inc.

Internal Address: Suite 600

Street Address: 8400 East Crescent Parkway

City: Greenwood Village State: CO Zip: 80111

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,275,504

2,236,895; 2,213,131

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Perkins Coie LLP

Internal Address:

Street Address: 1201 Third Avenue, Suite 4800

City: Seattle State: WA Zip: 98101

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

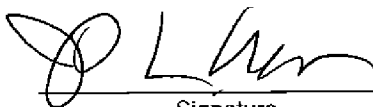
502278

DO NOT USE THIS SPACE

9. Signature.

James L. Vana

Name of Person Signing



Signature

April 14, 2004

Date

Total number of pages including cover sheet, attachments, and document:

7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$90.00 502278 2275504

## ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made as of July 3, 2000 (the "Effective Date") by and between The James Group, Inc., a Florida corporation having a principal place of business in Naples, Florida (the "Assignor") and Remote Communications, Inc., a Delaware corporation having its principal place of business at 8400 East Crescent Parkway, Suite 600, Greenwood Village, Colorado 80111 (the "Assignee").

WHEREAS, Assignor has developed, created, written, and/or acquired certain inventions, trade secrets, designs, products, processes and works of authorship relating to connectionless remote control systems, compression servers, and compression algorithms prior to the Effective Date, including but not limited to, the inventions, trade secrets, designs, products, processes and works of authorship listed in Schedule A attached hereto (the "Product/Design");

WHEREAS, Assignor owns certain rights, title and interest to the Product/Design and patent rights, trade secret rights, trademarks, copyrights, design rights and other rights throughout the world appurtenant or related thereto, including certain rights to recover for past infringement of such rights;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Product/Design.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, and Assignor accepts, all of Assignor's right, title, and interest throughout the world in and to the Product/Design, including, but not limited to, any of the following appurtenant or related to the Product/Design: (i) all patents and patent applications and any and all patents that are or may be granted therefrom whether in the United States or any other country, including, without limitation, any extensions, continuations, continuations-in-part, divisions, reissues, reexaminations, and renewals thereof, or other equivalents thereof; (ii) all copyrights and all renewals and extensions thereof; (iii) all trademarks, service marks, trade names, domain names, logos, trade dress, get up and product aesthetic features, including, without limitation, all registrations, applications for registration and common law rights thereto and all goodwill associated therewith; (iv) all design rights, whether registered, unregistered, patented, patentable or otherwise; (v) all trade secret rights and rights to enforce confidentiality or similar obligations in relation to the Product/Design; (vi) any and all other forms of intellectual property or proprietary right recognized anywhere in the world; and (vii) all rights and privileges pertaining to (i) through (vi), including without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof ((i) through (vii) hereinafter referred to as the "Rights").

2. Protection. Assignor further hereby assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents, copyright, trademark

or design registrations or other forms of protection for the Product/Design and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

3. Authorization to Record. Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for patent, copyright, trademark or design or other protection for the Product/Design and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. Delivery. Assignor agrees to deliver promptly to Assignee all the tangible examples and prototypes of the Product/Design held by Assignor as of the Effective Date.

5. Further Assurances. Assignor further agrees that Assignor will: (a) cooperate with Assignee in the prosecution of patent, copyright, trademark or design applications on the Product/Design; (b) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain, maintain, defend or enforce Rights for the Product/Design any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to hereunder, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

6. Moral Rights. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Assignee hereby waives such Moral Rights. Assignee shall confirm any such waivers and consents from time to time as requested by the Assignor.

7. Confidentiality. Assignee hereby acknowledges and agrees that as of the Effective Date of this Assignment the Product/Design, the Rights related or appurtenant thereto and fact and terms and conditions of this Agreement are confidential and proprietary information of Assignor and Assignee may not use or disclose such information to any third party upon or after the Effective Date.

8. Representations and Warranties. Assignor hereby represents and warrants to Assignee the following:

(i) Assignor has the full power, authority and all rights necessary to transfer and assign Assignor's rights in the Product/Design to Assignee and to carry out the terms and provisions of this Agreement;

(ii) Assignor's rights in the Product/Design has not heretofore been pledged, hypothecated or otherwise encumbered and is, in all respects, free and clear of all encumbrances including, without limitation, interests, claims, options, prior assignments, licenses, leases, liens, charges or any other restrictions of any nature whatsoever;

(iii) By making this assignment Assignor will not breach any obligation to any third party (such as an employer) under contract or otherwise;

(iv) The Product/Design is an original work and does not infringe the Rights of any third party;

(v) Assignor has no knowledge of any fact that would prevent Assignee's registration of any Rights related or appurtenant to the Product/Design or recording the transfer of Rights hereunder; and


(vi) Assignor has not registered and will not in the future register the Product/Design or any of the Rights related or appurtenant to the Product/Design.

Assignor agrees to indemnify Assignee from and against any liabilities, claims, actions, demands or damages including, without limitation, reasonable attorneys' fees and costs arising from any breach of any of the foregoing warranties.

9. Miscellaneous. The waiver by either party of any breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Any party to this Agreement which takes steps to enforce the terms of this Agreement shall be entitled to reimbursement of any costs and expenses (including reasonable attorneys' fees) in the event of any such action. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Colorado and the United States America without regard to conflicts of laws provisions thereof. The parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, if any, relating to the subject matter of this Agreement. This Agreement shall be binding on the parties' respective heirs, executors, successors and assigns.

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

The James Group, Inc.

By:   
Peter J. Cranstone, CEO

Remote Communications, Inc.

By:   
Irwin Sandler  
President, Remote Communications, Inc.

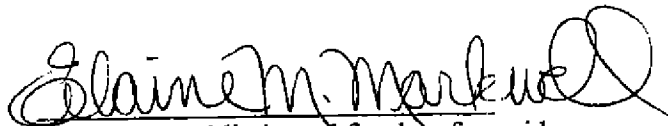
STATE OF Colorado )  
 )  
COUNTY OF Douglas )

ss.

On this 3rd day of July, in the year 2000, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Peter J. Cronstone personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as CEO, on behalf of The James Group, and acknowledged to me that Peter Cronstone executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



Notary Public in and for the aforesaid  
County and State

My Commission Expires April 13, 2002

**SCHEDULE A  
ASSIGNED INVENTIONS**

1. ~~U.S. Patent No. 5,533,051, entitled "Method for Data Compression" and all subject matter related thereto.~~
2. ~~U.S. Patent No. 5,703,887, entitled "Method for Data Compression" and all subject matter related thereto.~~
3. ~~Substantive Patent No. 607841, entitled "Method for Data Compression."~~
4. ~~Patent Application filed in Canada, [redacted], entitled "Method for Data Compression."~~
5. ~~Patent Application filed in Japan, No. 06-520070, entitled "Method for Data Compression."~~
6. ~~Patent Application filed in the European Union, No. 94910766.8, entitled "Method for Data Compression."~~
7. Registered U.S. Trademarks including but not limited to Elseware, No. 2,275,504; Hyper Space & Design, No. 2,236,895; and Hyperspace, No. 2,213,131.