

05-18-2005

Docket No. 39643/JEC/M976

5.16.05

REC

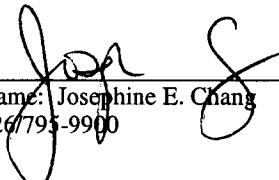


Mail Stop Assignment Recordation Services
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103005172


Post Office Box 7068
Pasadena, CA 91109-7068

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

<p>1. Name of conveying party(ies): Mixed Signals Technologies, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Exists Under Laws of Delaware</p> <p>Additional name(s) of conveying party(ies) attached: No</p>	<p>2. Name and address of receiving party(ies): Name: Sherwood Partners, Inc.</p> <p>Street Address: 1849 Sawtelle Boulevard, Suite 543 Los Angeles, California 90025</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Exists Under Laws of California</p>
<p>3. Name of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: March 18, 2002</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: No</p> <p>(Designation must be a separate document from Assignment). Additional name(s) & address(es) attached? NO</p>
<p>4. A. Trademark Application No.(s)</p>	<p>4. B. Trademark Registration No.(s) 2,557,853</p> <p>Additional numbers attached? Yes</p>
<p>5. Please return the recorded document and address all correspondence to:</p> <p>CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Josephine E. Chang</p>	<p>6. Total number of applications or registrations involved <input type="text" value="5"/></p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 140</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p>
<p>10. <input checked="" type="checkbox"/> Explanatory letter is enclosed.</p>	
<p>9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <p>Date: May 10, 2005</p> <p>By  Name: Josephine E. Chang 626/793-9900</p> <p>Total number of pages including cover sheet, attachments, and document: <input type="text" value="13"/></p>	

2005 MAY 16 AM 7:21
OPR/FINANCE

05/17/2005 BYRME 00000048 2357853
01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on: 5/10/05 
(Date of Deposit)

**CONTINUATION SHEET FOR
RECORDATION FORM COVER SHEET**

This Continuation Sheet relates to
TRADEMARKS

1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
3. A. Applications	3. B. Trademarks 2,508,926; 2,524,196; 2,554,804; 2,526,740

JEC/lal

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GENERAL ASSIGNMENT

This Assignment is made this 8th day of March, 2002, by Mixed Signals Technologies, Inc., a Delaware corporation, located at 8571 Hayden Place, Culver City, California, hereinafter referred to as Assignor, to Sherwood Partners, Inc., a California corporation, hereinafter referred to as Assignee.

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney, if any, for Assignor.

If any dividends to creditors shall remain unclaimed for a period of one year after issuance of the final dividend checks, then the same shall become the property of Assignee and used to supplement its fees for services rendered in administering this Assignment. Any interest that may be earned on funds administered under this Assignment shall belong to and are hereby assigned to Assignee as additional fees for its services hereunder.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominee or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property"). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Tax I.D. Numbers:

Federal # 52-2179738
State # 17-589909

Assignor:

Mixed Signals Technologies, Inc.

By: Richard A. [Signature]

Its: Chairman

Assignee:

Sherwood Partners, Inc.

By: [Signature]

Its: CEO

EXHIBIT B

Required Assets

Assets

San Francisco/56345.6

**EXHIBIT B
REQUIRED ASSETS**

Patent Applications. The Required Assets include all rights of Seller immediately prior to closing related to the following U.S. and foreign patent applications and provisional patent applications, and their related documentation and files.

Patent Description	Patent No.	Applicant	Pub. No.	Pub. Date	Assignee	Status
SYSTEM AND METHOD FOR THE AUTOMATIC INSERTION OF DATA INTO A TELEVISION SIGNAL IN CONNECTION WITH INTERACTIVE TV <i>Samuel T. Barone, Jr. et al.</i>	39393-PCT PATENT COOPERATION TREATY #1	UTL-ORD	US01/32520	10/15/2001	Mixed Signals Technologies, Inc.	PENDING
SYSTEM AND METHOD FOR THE AUTOMATIC INSERTION OF DATA INTO A TELEVISION SIGNAL IN CONNECTION WITH INTERACTIVE TV <i>Samuel T. Barone, Jr. et al.</i>	39393-USA UNITED STATES #1	UTL-ORD	09/694660	10/23/2000	Mixed Signals Technologies, Inc.	PENDING
SYSTEM AND METHOD FOR MERGING OF INTERACTIVE TELEVISION DATA WITH CLOSED CAPTION DATA <i>Samuel T. Barone, Jr. et al.</i>	42244-PCT PATENT COOPERATION TREATY #2	UTL-ORD	US01/12961	04/23/2001	Mixed Signals Technologies, Inc.	PENDING
SYSTEM AND METHOD FOR MERGING OF INTERACTIVE TELEVISION DATA WITH CLOSED CAPTION DATA <i>Samuel T. Barone, Jr. et al.</i>	42244-USA UNITED STATES #2	UTL-ORD of 37597	09/840497	04/23/2001	Mixed Signals Technologies, Inc.	PENDING
SYSTEM AND METHOD FOR DYNAMICALLY INSERTING INTERACTIVE CONTENT INTO A TV SIGNAL BASED ON PROGRAM CONTENT <i>Samuel Barone et al.</i>	39395-PCT PATENT COOPERATION TREATY #3	UTL-ORD	US01/21411	07/06/2001	Mixed Signals Technologies, Inc.	PUBLISHED 01/17/2002
SYSTEM AND METHOD FOR DYNAMICALLY INSERTING INTERACTIVE CONTENT INTO A TV SIGNAL BASED ON PROGRAM CONTENT <i>Samuel Barone et al.</i>	39395-USA UNITED STATES #3	UTL-ORD	09/614366	07/12/2000	Mixed Signals Technologies, Inc.	PENDING
COMMAND PROTOCOL FOR INTERACTIVE TV PRODUCTION TOOLS <i>Samuel T. Barone</i>	39396-USA UNITED STATES #4	UTL-PRO	60/308219	07/27/2001	Mixed Signals Technologies, Inc.	PENDING
METHOD AND APPARATUS FOR MONITORING INTERACTIVE TV DATA <i>Samuel T. Barone et al.</i>	42292-USA UNITED STATES #5	UTL-PRO	60/284805	04/19/2001	Not Assigned	PENDING
METHOD AND APPARATUS FOR MANAGING INTERACTIVE TV DATA <i>Samuel Barone</i>	42290-USA UNITED STATES #6	UTL-PRO	60/285435	04/19/2001	Not Assigned	PENDING
METHOD AND APPARATUS FOR ASSOCIATING AND SYNCHRONIZING INTERACTIVE TV DATA WITH A FEED <i>Samuel T. Barone, Jr.</i>	42291-USA UNITED STATES #7	UTL-PRO	60/284804	04/19/2001	Not Assigned	PENDING
SYSTEM AND METHOD FOR TRANSMITTING AND DISPLAYING INTERACTIVE TV CONTENT <i>Samuel Barone et al.</i>	39394-USA UNITED STATES #8	UTL-ORD	09/604639	06/27/2000	Mixed Signals Technologies, Inc.	PENDING

**EXHIBIT B
REQUIRED ASSETS**

SYSTEM AND METHOD FOR TRANSMITTING AND DISPLAYING INTERACTIVE TV CONTENT <i>Samuel Barone et al.</i>	39394-PCT PATENT COOPERATION TREATY #8	UTL-ORD	US01/41172	06/27/2001	Mixed Signals Technologies, Inc.	PUBLISHED 01/03/2002
SYSTEM AND METHOD FOR INTERACTING WITH USERS OVER A <i>Samuel Barone et al.</i>	39397-USA UNITED STATES #9	UTL-PRO	60/230222	08/31/2000	Not Assigned	EXPIRED 08/31/2001
SYSTEM AND METHOD FOR INTERACTING WITH USERS OVER A COMMUNICATIONS NETWORK <i>Samuel T. Barone, Jr. et al.</i>	47015-PCT PATENT COOPERATION TREATY #9	UTL-ORD	US01/27313	08/31/2001	Mixed Signals Technologies, Inc.	PUBLISHED 03/07/2002
SYSTEM AND METHOD FOR INTERACTING WITH USERS OVER A COMMUNICATIONS NETWORK <i>Samuel T. Barone, Jr. et al.</i>	47015-USA UNITED STATES #9	UTL-ORP of 39397	09/944905	08/31/2001	Mixed Signals Technologies, Inc.	PENDING
INTERACTIVE TELEVISION SYSTEM WITH EMBEDDED TIME CODES <i>Drake Smith</i>	45357-USA UNITED STATES #10	UTL-PRO	60/309812	08/03/2001	Mixed Signals Technologies, Inc.	PENDING
CONTENT RATING AND ADVISORY SYSTEM FOR INTERACTIVE TELEVISION <i>Samuel T. Barone, Jr.</i>	45358-USA UNITED STATES #11	UTL-PRO	60/312835	08/16/2001	Mixed Signals Technologies, Inc.	PENDING
USER BEHAVIOR TRACKING SYSTEM FOR INTERACTIVE TELEVISION <i>Samuel T. Barone, Jr.</i>	45360-USA UNITED STATES #13	UTL-PRO	60/312846	08/16/2001	Mixed Signals Technologies, Inc.	PENDING
INTERACTIVE TELEVISION TRACKING SYSTEM <i>Samuel T. Barone, Jr.</i>	45361-USA UNITED STATES #14	UTL-PRO	60/312848	08/16/2001	Mixed Signals Technologies, Inc.	PENDING
SYSTEM FOR REBROADCASTING TIME DELAYED INTERACTIVE TV PROGRAMS <i>Drake Smith</i>	45362-USA UNITED STATES #15	UTL-PRO	60/304133	07/10/2001	Mixed Signals Technologies, Inc.	PENDING
ITV MONITORING AND LOGGING SYSTEM FOR IP DATA RELATED VIDEO <i>Samuel T. Barone, Jr. et al.</i>	45365-USA UNITED STATES #18	UTL-PRO	60/312925	08/16/2001	Mixed Signals Technologies, Inc.	PENDING
INTERACTIVE TELEVISION MANAGEMENT, TRAFFIC AND SCHEDULING <i>Richard C. Hunt</i>	47314-USA UNITED STATES #23	UTL-PRO	60/335665	10/31/2001	Not Assigned	PENDING
SYSTEM AND METHOD FOR DISPLAYING CLOSED CAPTIONS IN AN INTERACTIVE TV ENVIRONMENT <i>Samuel Barone et al.</i>	39398-USA UNITED STATES	UTL-PRO #_	60/230038	09/01/2000	Mixed Signals Technologies, Inc.	TRANS OUT 03/29/2002
SYSTEM AND METHOD FOR DISPLAYING CLOSED CAPTIONS IN AN INTERACTIVE TV ENVIRONMENT <i>Samuel T. Barone et al.</i>	47049-PCT PATENT COOPERATION TREATY	UTL-ORD #_	US01/27315	08/31/2001	Mixed Signals Technologies, Inc.	TRANS OUT 03/29/2002
SYSTEM AND METHOD FOR DISPLAYING CLOSED CAPTIONS IN AN INTERACTIVE TV ENVIRONMENT <i>Samuel T. Barone et al.</i>	47049-USA UNITED STATES	UTL-ORP of 39398 #_	09/945005	08/31/2001	Mixed Signals Technologies, Inc.	TRANS OUT 03/29/2002

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**EXHIBIT B
REQUIRED ASSETS**

Draft patent applications/invention disclosures. The Required Assets also include all rights of Seller immediately prior to Closing related to the following drafts of patent applications, and access to Mixed Signals Technologies, Inc. files at Christie, Parker, Hale related thereto:

ITV CONTENT MANAGEMENT SYSTEM VIA NEWS SYSTEMS	47315- USA UNITED STATES #24	UTL-PRO	Draft	Mixed Signals Technologies,	DOCKETED 09/19/2001
ENCODING OF VIDEO METADATA INTO LIVE VIDEO FILED FOR CREATION OF STREAMING MEDIA AND VIDEO-ON-DEMAND FILES <i>John Kelly King</i>	45363- USA UNITED STATES #16	UTL-PRO	Draft	Mixed Signals Technologies, Inc.	DOCKETED 06/01/2001
SYSTEM FOR TRANSCODING ITV DATA FROM VBI TO IP FORMAT FOR TWO-SCREEN APPLICATION SYNCHRONIZATION <i>John Kelly King</i>	45364- USA UNITED STATES #17	UTL-PRO	Draft	Mixed Signals Technologies, Inc.	DOCKETED 06/01/2001
EARLY NOTIFICATION SYSTEM FOR DELIVERY OF INTERACTIVE TELEVISION DATA <i>Steve Scheib</i>	45366-	UTL-			DOCKETED 06/01/2001
INTERACTIVE TELEVISION CONTENT VERIFICATION SYSTEM <i>Ronald Timothy Ordaz et al.</i>	45359-	UTL-			DOCKETED 05/31/2001
SYSTEM FOR MANAGING, AUTOMATING, AND AUDITING INTERACTIVE TELEVISION DATA <i>Ronald Timothy Ordaz</i>	47019-	UTL-			DOCKETED 08/13/2001
SYSTEM AND APPARATUS FOR MANAGING THE ENCODING OF VIDEO CONTENT WITH ANCELLARY DATA <i>Ronald Timothy Ordaz</i>	47032-	UTL-			DOCKETED 08/15/2001
COMMAND PROTOCOL/TRANSLATOR FOR INTERACTIVE TELEVISION SYSTEMS <i>Samuel T. Bagona, Jr.</i>	47033-	UTL-			DOCKETED 08/15/2001
ITV CONTENT AND CONDITIONAL ACCESS SYSTEMS	47316-	UTL-			DOCKETED 09/19/2001
ITV CONTENT AND SUBSCRIBER MANAGEMENT SYSTEMS	47317-	UTL-			DOCKETED 09/19/2001
ITV MANAGEMENT AND BROADCAST EQUIPMENT	47318-	UTL-			DOCKETED 09/19/2001

**EXHIBIT B
REQUIRED ASSETS**

Trademarks

- Dataflo
- DV2000
- Insertalink
- ITVAuto
- ITVDataFlo
- ITVFirewall
- ITVInjector
- ITVSentry
- Link Library
- M (design)
- Mixed Signals
- Mixed Signals Technologies
- Mixed Signals Technologies, Inc.
- Spike
- Spikeview
- TV Link Creator

Software Code

All intellectual property rights and proprietary assets (including source code) in the software that is located on Arise Server Serial No. 99034771 related to: broadcast data monitoring (ITV Sentry and ITV Firewall); broadcast data automation (ITV Auto); response server network (Spike Server); and production tools, (TV Link Creator), including but not limited to patent rights, copyright rights, trade secrets, and know-how

EXHIBIT C

ASSIGNMENT AND BILL OF SALE AGREEMENT

This Assignment and Bill of Sale Agreement (the "Agreement") is made as of July 25, 2002, by and between Sherwood Partners, Inc., a California corporation, solely as Assignee for the Benefit of Creditors of Mixed Signals Technologies, Inc. (the "Seller"), and GoldPocket Interactive, Inc., a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of July 25, 2002, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. **Sale and Assignment of Required Assets.** Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased the Required Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of its right, title and interest in and to the Required Assets.

2. **No Assumed Liabilities.** In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, Buyer is not undertaking to assume, pay, perform, satisfy or discharge, any liabilities of Assignor or Seller. Buyer does not agree to assume or pay any liabilities or any other debts, obligations or liabilities of Seller or Assignor not expressly assumed by Buyer in the Asset Purchase Agreement.

3. **Cooperation.** Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Required Assets and the assumption of the Assumed Liabilities.

4. **Effect of Agreement.** Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

SELLER:

Sherwood Partners, Inc.
solely as Assignee for the Benefit
of Creditors of Mixed Signals Technologies, Inc.

By: _____

Its: CEO

BUYER:

GoldPocket Interactive, Inc.

By: Chwan Hong

Its: Chief Financial Officer

San Francisco/56345.6

[DALIACTM457266.1 7/25/02 (9:15 AM)]

RECORDED: 05/16/2005

TRADEMARK
REEL: 003162 FRAME: 0098