

11-12-1998



Form PTO-1595  
6-93

U.S. Department of Commerce  
Patent and Trademark Office

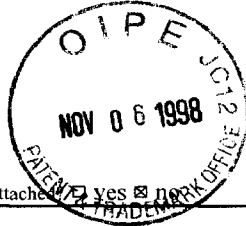
100875833

11/5/98

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

1. Name of conveying party(ies):

SmartPatents, Inc.



Additional name(s) of conveying party(ies) attached?  yes  no

2. Name and address of receiving party(ies):

Name: Aurigin Systems, Inc.

Street Address: 1975 Landings Drive

City: Mountain View State: CA Zip Code: 94043-0801

Country: USA

Additional name(s) & address(es) attached?  yes  no

3. Nature of Conveyance:

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

Execution Date: September 9, 1998

4. Application number(s) or patent number(s): **Please see Schedule A**

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No(s).

B. Patent No(s).

Additional numbers attached?  yes  no

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

Name: **Sterne, Kessler, Goldstein & Fox P.L.L.C.**

Internal Address: c/o Michael Q. Lee

Street Address: 1100 New York Ave., N.W.  
Suite 600

City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and patents involved

17

7. Total fee (37 C.F.R. § 3.41).....\$ 680.00

Enclosed

Authorized to be charged to Deposit Account

8. Deposit Account Number: 19-0036

DO NOT USE THIS SPACE

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.*

Michael Q. Lee  
Name of Person Signing  
Registration No. 35,239

Signature

11/6/98  
Date

Total number of pages including cover sheet, attachments and document

OMB NO. 0651-0011 (exp. 4/94)

11/12/1998 DMG:UYEN 00000018 5623681

01 FC:581

680.00 DP

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

# SCHEDULE A

## U.S. PATENTS and U.S. APPLICATIONS

	Application No.	Filing Date	Patent No.	Issue Date
1.	08/155,752	11/19/93	5,623,681	04/22/97
2.	08/341,129	11/18/94		
3.	08/423,676	04/18/95	5,623,679	04/22/97
4.	08/422,528	04/14/95	5,696,963	12/09/97
5.	08/632,801	04/17/96	5,806,079	09/08/98
6.	08/662,377	06/12/96	5,799,325	08/25/98
7.	08/647,230	05/09/96		
8.	08/832,971	04/04/97	5,809,318	09/15/98
9.	08/905,727	08/04/97		
10.	09/054,537	04/03/98		
11.	09/057,557	04/09/98		
12.	09/058,275	04/10/98		
13.	09/057,644	04/09/98		
14.	08/590,082	01/23/96	5,754,840	05/19/98
15.	09/058,347	04/10/98		
16.	08/867,392	06/02/97		
17.	08/921,369	08/29/97		

# ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, **SmartPatents, Inc.**, a corporation organized and existing under the laws of **California** and having an office and place of business at **1975 Landings Drive, Mountain View, CA 94043-0801**, (the "Assignor"), hereby sells and assigns to **Aurigin Systems, Inc.**, a corporation formed under the laws of **California** having an office and place of business at **1975 Landings Drive, Mountain View, CA 94043-0801** (the "Assignee"), **SmartPatents, Inc.**'s entire right, title and interest, including the right to sue for and collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, (a) in each of the Patents and Patent Applications that are described in detail in Schedules A and B, annexed hereto and made a part hereof, (b) any patents that issue from the patent applications listed in Schedules A and B, (c) in any and all U.S. and foreign continuing applications, reissues, extensions, renewals, reexaminations and priority documents of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and (d) in all forms of intellectual and industrial property protection derivable from each of the Patents and Patent Applications and any patents that issue therefrom that are described in detail in Schedules A and B, and that are derivable from any and all U.S. and foreign continuing applications, reissues, extensions, renewals, reexaminations and priority documents of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable; all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference that may be declared concerning the applications or Letters Patents or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

The Assignor agrees to perform all affirmative acts that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K. S.

Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; and Michael Q. Lee, Esquire, Registration No. 35,239, of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment, including the all attached Schedules, if any, any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the Assignor on the date set forth below.

**SmartPatents, Inc.**

By: \_\_\_\_\_

Kevin G. Rivette

[Type/Print Name]

Title: Chief Executive Officer

Date: 9/9/98

## SCHEDULE B

### FOREIGN PATENTS and FOREIGN APPLICATIONS

	Country	Application No.	Filing Date	Patent No.	Issue Date
1.	Australia	12925/95	11/18/94	688836	07/02/98
2.	Australia	57127/96	04/17/96		
3.	Australia	71899/98	11/18/94		
4.	Brazil	PI9408111-5	11/18/94		
5.	Brazil	PI9608262-3	04/17/96		
6.	Canada	2,176,729	11/18/94		
7.	Canada	2,218,094	04/17/96		
8.	China	94194773.4	11/18/94		
9.	China	96193996.6	04/17/96		
10.	Europe	95904108.0	11/18/94		
11.	Europe	96915321.2	04/17/96		
12.	Japan	514665/95	11/18/94		
13.	Japan	531856/96	04/17/96		
14.	Korea	96-702613	11/18/94		
15.	Korea	97-707349	04/17/96		
16.	PCT	PCT/US94/13454	11/18/94		
17.	PCT	PCT/US96/05263	04/17/96		
18.	PCT	PCT/US98/10923	06/02/98		

P:\USERS\SCULLER\PLEADING\P1531000.002