

12-23-1998

U.S. Department of Commerce  
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**PATENT**



100928737

MRO

12-21-98

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**Conveyance Type**

☐ Assignment ☐ Security Agreement  
☐ License ☐ Change of Name  
☐ Merger ☒ Other Security Interest  
**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)  
☐ Departmental File ☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
10-8-98

Name (line 1) Multex Systems, Inc.

Name (line 2)

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1) Fleet National Bank

Name (line 2)

Address (line 1) One Federal Street

Address (line 2) Mail Stop: MA OF DOTA

Address (line 3) Boston Massachusetts/USA 02110  
City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

12/22/1998 DNGUYEN 00000200 5802518

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320.00 OP

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

REEL: 9648 FRAME: 0259

**Correspondent Name and Address**

Area Code and Telephone Number 401-274-2000

Name Nichole Cook, Legal Assistant

Address (line 1) Hinckley, Allen & Snyder

Address (line 2) 1500 Fleet Center

Address (line 3) Providence, Rhode Island USA 02903

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 5

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

PCT/US97/10225 PCT/US98/01503 947,257

PCT/US97/19568 739,877

053,515 789,768

**Patent Number(s)**

5,802,518

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number

PCT

PCT

PCT

only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# 8

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 320.00

Method of Payment:  
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 50-0485

Authorization to charge additional fees:

Yes ☒ No ☐

**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. Charges to deposit account are authorized, as indicated herein.

Nichole S. Cook

Name of Person Signing

Nichole S. Cook

Signature

12/11/98

Date

## CONDITIONAL PATENT ASSIGNMENT

THIS CONDITIONAL PATENT ASSIGNMENT dated as of October 8, 1998, is executed by MULTEX SYSTEMS, INC., a Delaware corporation with a principal place of business at 33 Maiden Lane, New York, New York 10038 ("Assignor") in favor of FLEET NATIONAL BANK, a national banking association organized under the laws of the United States having an office at One Federal Street, Mail Stop: MA OF DO7A, Boston, Massachusetts 02110, as Agent for itself and each of the other Lenders who are now or hereafter become parties to the hereinafter defined Loan Agreement ("Assignee").

WHEREAS, Assignee, Assignor and the Lenders are parties to a certain Loan Agreement of even date herewith (the "Loan Agreement") pursuant to which Lenders have agreed to make certain loans to Assignor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Loan Agreement; and

WHEREAS, Pursuant to the terms of a Security Agreement of even date herewith by and between Assignor and Assignee (as amended from time to time, the "Security Agreement"), Assignor has concurrently granted to Assignee a security interest in all of Assignor's assets to secure, inter alia, the payment and performance of the Obligations of Assignor to Assignee and/or the Lenders under the Loan Agreement; and

WHEREAS, To evidence and perfect the rights of Assignee as grantee of a security interest that has attached in certain of said assets as described below, Assignor has executed and delivered to Assignee this Conditional Patent Assignment.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN:

1. Assignor does hereby conditionally assign, sell, transfer and grant unto Assignee for the ratable benefit of itself and the other Lenders all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each patent and each registration thereof, and each patent registration application owned by Assignor, including, without limitation, each such patent and patent registration application set forth on Schedule A, attached hereto and incorporated herein by reference; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in the Assignee's own name and for its own use and behoove, including all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(all of the foregoing, individually and collectively, the "Patents").

PROVIDED, HOWEVER, THAT ASSIGNOR'S RIGHTS IN THE PATENTS SHALL CONTINUE UNTIL, AND ASSIGNEE SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE PATENTS UNTIL, AND ASSIGNEE SHALL BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER IN AND WITH RESPECT TO THE PATENTS ONLY UPON, SATISFACTION OF THE FOLLOWING CONDITIONS SUBSEQUENT:

(i) The occurrence and continuation of an Event of Default as defined in the Loan Agreement; or

(ii) The exercise by Assignee of any or all of its rights or remedies under the Security Agreement in respect of the Patents.

2. Assignor does hereby acknowledge, affirm and represent that:

(i) the rights and remedies of Assignee with respect to its interest in the Patents are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(ii) that nothing in this Conditional Patent Assignment shall be in derogation of the rights and remedies of Assignee in and to the Patents as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all patents in which Assignor has any interest and (b) all applications pending for registration of patents in which Assignor has any interest.

(iv) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(v) Each of the Patents is valid and enforceable.

(vi) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by Assignor not to sue third persons.

(vii) Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. Assignor covenants that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without the Assignee's prior written consent.

4. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new patentable inventions or additional registered patents, or additional patent applications or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, or become entitled to the benefit of any registration applications for patents, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to the Assignee prompt notice thereof in writing.

5. Assignor shall indemnify, defend and hold Assignee and each Lender, their respective affiliates and their respective directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed, incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment.

6. The Assignee shall have the right but shall in no way be obligated to bring suit in its name to enforce the Patents and any license thereunder, in which event Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in the exercise of its rights under this section.

7. Assignor authorizes the Assignee to modify this Assignment by amending Schedule A to include any future patents or patent applications of which Assignor may acquire an interest.

8. At such time as Assignor shall completely and finally satisfy all of the Obligations, the Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, subject to any disposition thereof which may have been made by the Assignee pursuant to the Security Agreement.

IN WITNESS WHEREOF, Assignor has caused this Conditional Patent Assignment to be duly executed by its duly authorized officer as of the date first set forth above.

MULTEX SYSTEMS, INC.

By: 

Philip Callaghan  
Chief Financial Officer

THE STATE OF NEW YORK        )  
                                      )  
COUNTY OF New York        )       SS

October 8, 1998

Then personally appeared the above-named Philip Callaghan, Chief Financial Officer of Multex Systems, Inc. and acknowledged the foregoing instrument to be his free act and deed, before me.

Fred A. Cohen

Notary Public

My Commission Expires:

FREDRIC A. COHEN  
Notary Public, State of New York  
No: 02C06004301  
Qualified in Nassau County  
Commission Expires March 23, 2000

# Schedule A

\*\*\* U.S. PATENT REPORT \*\*\*

Client#	Client Name	Inventor(s)	Title of Invention	Type	Serial No. Filed	Patent No. Issued	Status
25	Multex Systems, Inc.	KARLEV, Isaac BLAZER, Pavel KITAIN, Edward	INFORMATION DELIVERY SYSTEM AND METHOD	OUS	658,966 04 JUN 1996	5,802,518 01 SEP 1998	ISSUED
2698	Multex Systems, Inc.	KARLEV, Isaac BLAZER, Pavel KITAIN, Edward	INFORMATION DELIVERY SYSTEM AND METHOD	PCT	PCT/US97/10225 29 MAY 1997		PENDING
2698	Multex Systems, Inc.	NARONEY, John J. MCCARTHY, Mary Ellen TOSIGMANT, James M. KARLEV, Isaac	CORPORATE INFORMATION COMMUNICATION AND DELIVERY SYSTEM AND METHOD INCLUDING ENTITLEABLE HYPERTEXT LINKS	PCT	PCT/US97/19568 28 OCT 1997		PENDING
2698	Multex Systems, Inc.	KITAIN, Edward KARLEV, Isaac NARONEY, John J. MCCARTHY, Mary Ellen	METHOD AND SYSTEM FOR STORING AND RETRIEVING DOCUMENTS	OUS	053,515 01 APR 1998		PENDING
2698	Multex Systems, Inc.	KITAIN, Edward KARLEV, Isaac NARONEY, John J. MCCARTHY, Mary Ellen	INFORMATION DELIVERY SYSTEM AND METHOD INCLUDING ON-LINE ENTITLEMENTS	PCT	PCT/US98/01503 28 JAN 1998		PENDING
2698	Multex Systems, Inc.	NARONEY, John J. MCCARTHY, Mary Ellen TOSIGMANT, James M. ISAAC, Karlev	CORPORATE INFORMATION COMMUNICATION AND DELIVERY SYSTEM AND METHOD INCLUDING ENTITLEABLE HYPERTEXT LINKS	CIP	739,377 29 OCT 1996		ALLOWED
2698	Multex Systems, Inc.	KITAIN, Edward KARLEV, Isaac NARONEY, John MCCARTHY, Mary Ellen	INFORMATION DELIVERY SYSTEM AND METHOD INCLUDING ON-LINE ENTITLEMENTS	CIP	789,768 28 JAN 1997		ALLOWED
2698	Multex Systems, Inc.		INFORMATION DELIVERY SYSTEM AND METHOD INCLUDING RESTRICTION PROCESSING	OUS	947,257 08 OCT 1997		PENDING

Kernan & Kernan

Exh. A

PATENT