

02-22-1999

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R SHEET

2-16-99



100968769

To the Honorable Commission

attached original documents or copy thereof.

1. Name of conveying party(ies)

Webmate Technologies, Inc.

2. Name and address of receiving party(ies)

Name: Fred DuFresne

Internal Address:

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

3. Nature of conveyance:

☒ Assignment [] Merger

[] Security Agreement [] Change of Name

[] Other

Execution Date: 1-21-99

Street Address: 16 Bullard St.

City: Sharon State: MA ZIP: 02067

Additional name(s) & address(es) attached? [] Yes ☒ No

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

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)

5,835,712

Additional numbers attached? [] Yes ☒ No

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

Name: James M. Smith, Esq.

Internal Address:

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: Two Militia Drive

City: Lexington State: MA ZIP: 02421-4799

6. Total number of applications and patents involved: ☒ [X]

7. Total Fee (37 C.F.R. 3.41)..... \$40.00

☒ [X] Enclosed☒ [X] Authorized to charge any deficiencies or credit any overpayment to deposit account

[] Authorized to be charged to deposit account

8. Deposit account number:

08-0380

(Attach duplicate copy of this page if paying by deposit account)

02/18/1999 DNGUYEN 00000089 5835712

01 FC-581

40.00 DP

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.

James M. Smith, Esq.

Name of Person Signing

Signature

2/10/99

Date

Total number of pages including cover sheet, attachments, and document: [7]

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. *Country:* United States of America

This public document...

2. *has been signed by*..... Timothy A. French

3. *acting in the capacity of*..... Notary Public

4. *in the state of Massachusetts, whose commission expires on*
..... June 5, 2003

CERTIFIED

5. *at Boston, Massachusetts*

6. *on*..... February 8, 1999

7. *by the Secretary of the Commonwealth*

8. 126042.....

9. *signed under the*

Great Seal of the Commonwealth

10. *Signature:*



William Francis Galvin

William Francis Galvin
Secretary of the Commonwealth

6

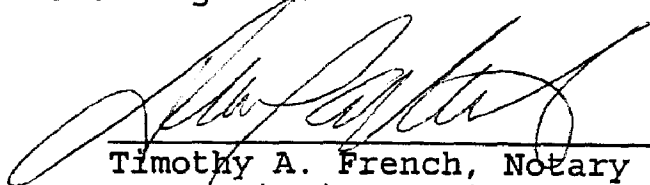
United States of America :

Commonwealth of Massachusetts: ss.

County of Suffolk :

The undersigned Notary Public hereby certifies that the attached Assignment of Rights to Patents and Pending Patents to FRED DUFRESNE is a true copy of the original.

Date: February 5, 1999



Timothy A. French, Notary Public
My Commission Expires: June 5, 2003

[Notary Seal]

ASSIGNMENT OF RIGHTS TO PATENTS AND PENDING PATENTS

Subject to, and in accordance with the Court Order (as hereafter defined), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, John O. Desmond, the duly appointed and acting Trustee of Webmate Technologies, Inc. (the "**Assignor**") (Case No. 97-13493-WCH), and not individually, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells, assigns, transfers and conveys to Fred DuFresne (the "**Assignee**"), the Assignor's interest in and to those patents and pending patents listed on Exhibit "A" and all rights relating thereto, including the right to recover for past infringement of said patents (the "**Patents**").

TO HAVE AND TO HOLD the same unto the Assignee and Assignee's successors and assigns, subject to the covenants, terms, conditions and limitations therein contained.

The Assignee acknowledges and agrees as follows:

(a) The Assignor's assignment of the Patents is made pursuant to the Order of the United States Bankruptcy Court entered on January 12, 1999 (the "**Court Order**").

(b) The Assignor's assignment is made **WITHOUT** any representations or warranties whatsoever, whether expressed, implied, or imposed by law, including, without limitation, any representations or warranties concerning the rights in, validity of, or any other matters concerning, the Patents. The Assignee acknowledges and agrees that the Assignor is assigning only such right, title and interest in the Patents as the Assignor possesses.

(c) The Assignee warrants and represents that the Assignee (i) has made his own independent investigation and evaluation as to the nature and the condition of the Patents, (ii) is acquiring an assignment of the Patents **AS IS, WITH ALL FAULTS AND WITH ALL DEFENSES**, (iii) has entered into this transaction after consultation with independent counsel of the Assignee's own selection, and (iv) is not relying upon any representation or warranty of the Assignor in consummating this transaction.

(d) The Assignee's sole and exclusive remedy, both at law and in equity, for any breach of his Assignment by the Assignor shall be limited to the refund of all or a portion, as may be appropriate, of the purchase price actually paid by the Assignee to the Assignor. In no event shall the Assignor ever be liable to the Assignee (or its successors or assigns) for any claims, damages, costs, expenses, or liabilities of any nature whatsoever, or for any incidental, consequential, special or punitive (including without limitation, attorneys' fees and expenses) damages arising out of any breach by the Assignor of the terms and conditions of this Assignment or otherwise in any way relating to this transaction or the Patents. The Assignee shall indemnify, defend and hold harmless the Assignor and the Assignor's agents or representatives from and against any and all claims made against the Assignor, its agents or representatives for any losses, damages or claims caused after the date hereof on account of the Assignee's use or acquisition of the Patents and for the indemnified parties' reasonable and necessary costs of defending same.

(e) Assignee further agrees that if any dispute arises pursuant to the terms and conditions of the assignment of the Patents as provided for herein or otherwise, the Assignee (or its successors or assigns) consents to the jurisdiction of the United States Bankruptcy Court for the District of Massachusetts.

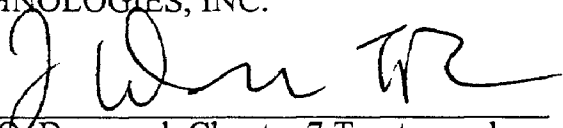
- (f) The Assignor shall do all acts and execute all documents which may be reasonably required by the Assignee in order to effectuate the assignment of the Patents, until the earlier of (i) six (6) months from the date of the execution of this Assignment or (ii) the time the bankruptcy case is closed.

This Assignment shall be governed by and construed in accordance with the internal laws of The Commonwealth of Massachusetts (without regard to conflicts-of-law principles) and is intended to take effect as a sealed instrument.

Executed this 21 day of January, 1999, as a sealed instrument.

"ASSIGNOR"

JOHN O. DESMOND
CHAPTER 7 TRUSTEE OF WEBMATE
TECHNOLOGIES, INC.



John O. Desmond, Chapter 7 Trustee and
Not Individually

Assignee hereby acknowledges receipt of
the entire right, title and interest in and to
the Patents.

FRED DuFRESNE ("ASSIGNEE")

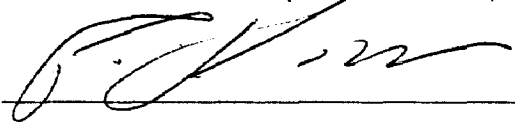


EXHIBIT "A"

358366.1

U.S. Patents

<u>Patent No.</u>	<u>Date</u>	<u>Inventor(s)</u>	<u>Title</u>
5,835,712	Nov. 10, 1998	Fred B. Dufresne	Client-Server System Using Embedded Hypertext Tags for Application and Database Development

U.S. Patent Applications

<u>Appl. No.</u>	<u>Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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International Patent Applications

<u>Appl. No.</u>	<u>Date</u>	<u>Applicant(s)</u>	<u>Title</u>
PCT/US97/07532	May 02, 1997	Webmate Technologies, Inc.; Fred B. Dufresne	Client-Server Application Development and Deployment System and Methods

Foreign Patents

<u>Country</u>	<u>Patent No.</u>	<u>Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Foreign Patent Applications

<u>Country</u>	<u>Appl. No.</u>	<u>Date</u>	<u>Inventor(s)</u>	<u>Title</u>
AU	28267/97	May 02, 1997	Webmate Technologies, Inc.; Fred B. Dufresne	Client-Server Application Development and Deployment System and Methods
EP	97922649.5	May 02, 1997	Webmate Technologies, Inc.; Fred B. Dufresne	Client-Server Application Development and Deployment System and Methods