

MKD 2-22-99

FORM PTO-1595

03-16-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RE:



IT

Attorney Docket No. 19429-702

To the Honorable Commissioner of Pa.

100983742

original documents or copy thereof.

1. Name of conveying party(ies):
Jacques Quelene
 Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____
 Execution Date: February 8, 1999

2. Name and address of receiving party(ies):
 Name: ICT Software S.A.
 Address: 32 Avenue de l'Europe
78140 Velizy
FRANCE
 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)
09/201,934

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kent R. Richardson
 Address: WILSON SONSINI GOODRICH & ROSATI
650 Page Mill Road
Palo Alto, California 94304-1050

6. Total number of applications and patents involved: One

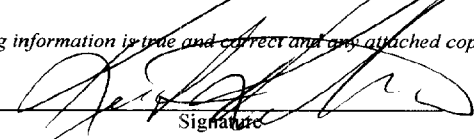
Total fee (37 CFR 3.41): \$40.00
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8. Deposit account number:
23-2415
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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kent R. Richardson
 Name of Person Signing
 Registration No. 39,443


 Signature

2/11/99
 Date

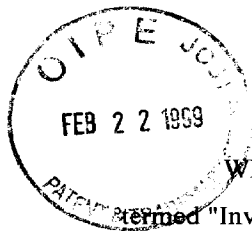
Total number of pages including cover sheet, attachments, and document: 3

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SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Jacques Quelene, (hereinafter termed "Inventor"), having a residence at 25 Allee de la Piece du Lavoir, City of 91190 Gif sur Yvette, State of France

has invented certain new and useful improvements in:

INTERNET COMMERCE METHOD AND APPARATUS

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

___ On the ___ day of _____, 19___;

Or

x Said application having Application Number 09/201,934 and filed on the 1st day of December, 1998.

WHEREAS ICT Software S.A. (hereinafter termed "Assignee"), a corporation of the country of France, having a place of business at 32 Avenue de l'Europe, 78140 Velizy, France, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

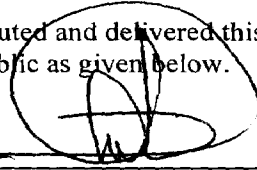
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

Date: Feb 8th 1999



Jacques Quelene

State of _____)
County of _____)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature