

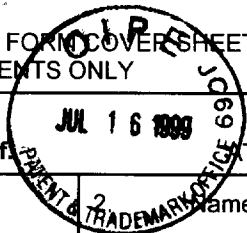
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To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.



1. Names of conveying parties:
Christian Collberg, Clark Thomborson, and Douglas Low

2. Name and address of receiving party:
Name: InterTrust Technologies Corp.
Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No
3. Nature of conveyance:
 Assignment
 Security Agreement Change of Name

Street Address: 460 Oakmead Parkway
City: Sunnyvale
State: CA Zip Code: 94086

Other
Execution Date: 06/09/99

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: _____
A. Patent Application Number(s):
09/095,346

B. Patent Number(s):
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Linda J. Thayer
Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$40
 Enclosed (Please charge deficiency to deposit account)
 Authorized to be charged to deposit account

Street Address: 1300 I Street, N.W.
City: Washington
State: DC Zip: 20005-3315

8. Deposit account number: 06-0916

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.

07/19/1999 MTHAI1 00000209 09095346

01 FC:581 David L. Clark, Reg. No. 087082

7-16-99
Date

Total number of pages including cover sheet, attachments and documents: 5

JUN -08-98 (MON) 15:18

PATENT ASSIGNMENT AGREEMENT

WHEREAS, Auckland Uniservices Ltd. ("AUL") owns all right, title and interest in New Zealand Patent Application Number 328,057 (the "Application") and in those papers and materials designated in Exhibit A; and

WHEREAS, InterTrust Technologies Corp. ("InterTrust") wishes to purchase such rights, and AUL wishes to assign such rights to InterTrust;

NOW, THEREFORE, the parties hereto agree as follows:

1. AUL hereby assigns to InterTrust all right, title and interest in and to the Application, including all rights to any patents which issue from or claim priority to the Application, whether in New Zealand or worldwide. AUL further acknowledges that InterTrust may supplement the Application, or file new applications, based on information contained in those papers and materials designated in Exhibit A. AUL represents that it has filed no patent applications based on such papers and materials, and that it owns all patent rights inherent in such papers and materials, all of which such rights are hereby assigned to InterTrust, including all rights to all patents which issue, whether directly or indirectly from such papers and materials. AUL will execute and deliver to InterTrust (at InterTrust's request and expense), all documents and instruments reasonably necessary for InterTrust to perfect its interest in the Application and in said papers and materials, and will otherwise reasonably cooperate in prosecution and enforcement of any resulting patents.

2. InterTrust will compensate AUL for such assignment, as follows:

(a) InterTrust will pay AUL twenty-five thousand dollars (US\$25,000) upon execution of this Agreement;

(b) InterTrust will pay AUL one hundred thousand dollars (US\$100,000) upon issuance of the first patent, in any country, which claims priority to the Application, such payment to be delayed until the first anniversary of this Agreement if said first patent issues prior to said first anniversary;

(c) InterTrust will pay AUL five thousand dollars (US\$5,000) per year for the first twenty (20) years during which any patent claiming priority to the Application remains valid and in force. Such payments will be made on the first and subsequent anniversaries of the issuance of the first such patent to issue; and

(d) InterTrust will pay AUL a reasonable sum to reflect costs and fees actually incurred by AUL in prosecution of the Application to date, such payment to be

made upon presentation of information regarding such costs and fees, but not to exceed five thousand dollars (US\$5,000).

3. InterTrust will assume responsibility for prosecution of the Application. InterTrust makes no representation regarding the likelihood of issuance of any patent claiming priority to the Application. In addition, InterTrust makes no representation regarding the manner in which such prosecution will be undertaken. InterTrust shall have the right to abandon prosecution of the Application, or of any successor application claiming priority to the Application, and shall have no obligation to undertake such prosecution in a manner designed to maximize revenues to AUL. Notwithstanding the foregoing, if InterTrust decides to abandon prosecution of the Application and of all applications which claim priority to the Application, InterTrust shall so inform AUL, in which event AUL shall have the right to assume such prosecution and InterTrust will reassign all of its rights in the Application to AUL for no cost. In the event of such a reassignment, InterTrust will retain no rights to any patents resulting from the Application and all of the patent applications or patent grants claiming priority to the Application.

4. AUL represents and warrants that it owns all right, title and interest in the Application and in the information contained in the documents identified in Exhibit A and in any inventions described therein, free and clear of any encumbrance, claim or license to any third party and that it has the power to grant the assignments granted under this Agreement. Although AUL does not represent or warrant that a patent will ultimately issue from the Application, AUL represents and warrants that the Application was filed based on a good-faith belief that it could support patentable claims, that AUL continues to maintain that belief, and that AUL is aware of no fact or combination of facts which would tend to negate that belief.

5. InterTrust will compensate Christian Collberg, Clark Thomborson and Douglas Low for their assistance in helping InterTrust prosecute the Application, or any subsequent application, at the following rates, which are subject to change based on agreement between InterTrust and the individuals:

Christian Collberg: US\$125/hour
Clark Thomborson: US\$175/hour
Douglas Low: US\$75/hour

By their signatures to this Agreement, said individuals agree to such rates, and further agree that the AUL representations and warranties in Section 4 are, true and correct to the best of their knowledge, and that their rights to the papers and materials identified in Exhibit A have been fully conveyed and assigned to AUL. Said individuals further agree to cooperate reasonably in the prosecution and enforcement of any patents which may be filed under the terms of this Agreement, including through the execution of any documents reasonably required by InterTrust (including assignments of rights in the

Application and in the papers and materials described in Exhibit A, if AUL's warranty of ownership is determined to be inaccurate).

6. This Agreement will be governed by the laws of the United States of American and of the State of California as applied to contracts executed in and to be performed entirely within said State, with the exception of those laws relating to conflict of laws. The parties hereto agree to exclusive jurisdiction in federal and state courts located in California over any dispute arising out of or relating to this Agreement.

INTERTRUST TECHNOLOGIES CORP.

AUCKLAND UNISERVICIS LTD.

By: [Signature]

By: [Signature]

Title: V.P.

Title: OPERATIONS MANAGER

Date: 6/10/98

Date: 9 JUNE 1998

AGREED AS TO SECTION 5:

[Signature]
Christian Collberg

Date: June 9, 1998

[Signature]
Clark Thomborson

Date: 9 June 1998

[Signature]
Douglas Low

Date: 9 JUNE 1998

EXHIBIT A: ASSIGNED PAPERS AND MATERIALS

POPL'98 paper: "Manufacturing Cheap, Resilient, and Stealthy Opaque
Constructs"

ICCL'98 paper: "Breaking Abstractions and Unstructuring Data Structures"

Thesis paper by Douglas Low: "Java Control Flow Obfuscation"