

09-23-1999



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Conveyance Type

☒ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

U.S. Government
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☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09 01 99

Name (line 1) Innovator Corporation

Name (line 2) a Washington corporation

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

☐ 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.)

Name (line 1) MicroPatent LLC

Name (line 2) a Delaware limited liability company

Address (line 1) 2777 Summer Street

Address (line 2) Suite 209

Address (line 3) Stamford

Connecticut

06905

City

State/Country

Zip Code

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)

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09/22/1999 DNGUYEN 00000344 232405 397999

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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: 010247 FRAME: 0125

Correspondent Name and Address

Area Code and Telephone Number

212-728-8744

Name Robert A. Rosenberg, Esq.

Address (line 1) Willkie Farr & Gallagher

Address (line 2) 787 Seventh Avenue

Address (line 3) New York, New York 10019-6099

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)

Patent Number(s)

D397,999		

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

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

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

40.00

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:

23-2405

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.

Robert A. Rosenberg, Esq.

Name of Person Signing

Signature

Date

9/17/99

ASSIGNMENT OF PATENTS

This Assignment is made between Innovator Corporation, a Washington corporation, having an address at 10 Caledonia Summit, Browns Point, WA 98422 ("Assignor"), and MicroPatent LLC, a Delaware limited liability company, having an address at 2777 Summer Street, Suite 209, Stamford, CT 06905 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to transfer to Assignee all its right, title and interest in and to ~~each and every~~ ^{THE} patent and patent application described in Section 1.1(vi) of the Asset Purchase Agreement between Assignor and Assignee, and the inventions or improvements disclosed in such patents ~~(collectively)~~ ^{the} "Patents" including, but not limited to, ~~that Patent~~ ^{AS} listed on attached Schedule A; and

WHEREAS, Assignee has agreed to take assignment of the Patents.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor, for itself and its subsidiaries, does hereby convey, assign, transfer and set over unto Assignee and the successors,

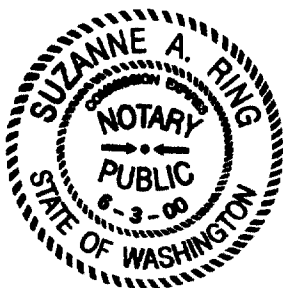
assigns and legal representatives of Assignee: (1) the entire right, title and interest in and to the Patents^g and any continuations, continuations-in-part, divisions, reissues, reexaminations, extensions, and any right to file applications and receive patents thereon, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Patents^g ^{is} ~~are~~ or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; and (2) any and all claims, including claims for past or future damages, demands or rights of action which Assignor has or might have by reason of any infringement of the Patents^g prior to the date of this Assignment, together with the right to prosecute such claims, demands or rights of action in Assignee's own name and to retain any recovery obtained thereby.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue in the name of Assignee any and all patents on the inventions included above or any continuation, continuation-in-part, division, reissue, reexamination, extension or foreign patent application thereof or of the Patents^g.

This Assignment is effective as of the date hereof. Assignor agrees to sign and/or have its appropriate affiliate sign any additional assignments and other appropriate documentation necessary to effectuate and validate this

Assignment as soon as is practicable after the date of this
Assignment.

IN WITNESS WHEREOF, Assignor expressly intending to be legally bound thereby, has caused this Agreement to be duly executed this 1st day of September, 1999.



INNOVATOR CORPORATION

By:

David J. Kovanen 9/1/99

Name: David J. Kovanen

Title: President

STATE OF WA)

) ss

COUNTY OF Pierce)

On this 1st day of September, 1999, before me personally appeared David J. Kovanen, to me personally known who, being duly sworn, did say that he is the President of Innovator Corporation and that he duly executed the foregoing instrument for and on behalf of Innovator Corporation being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Suzanne A. Ring
Notary Public 6/3/2000

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SCHEDULE A

<u>Patent No.</u>	<u>Date Issued</u>	<u>Patent Name</u>
D397,999	September 8, 1998	Display Screen With Computer Dialog Box