

11-04-1999

Form PTO-1595

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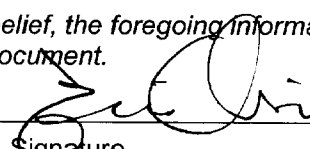
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Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Carlos M. Gonzalez and James J. Certa, Jr.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Infoclocity, Inc.</u></p> <p>Internal Address:</p> <p>Street Address: <u>165 Mitchell Avenue Suite 200</u></p> <p>City: <u>South San Francisco</u></p> <p>State: <u>CA</u> Zip: <u>94080</u></p> <p>Country: <u>United States of America</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date(s): <u>September 30, 1999</u></p>	<p>4. Application number(s) or patent number(s): <u>09/409,256</u></p> <p>If this document is being filed together with a new application, the Execution date(s) of the new application is (are): _____</p> <p>A. Patent Application No.(s): <u>09/409,256</u></p> <p>B. Patent No.(s): _____</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: I1375.0000/P001</u></p> <p>Attn: <u>Eric Oliver</u></p> <p>Street Address: <u>2101 L Street NW</u></p> <p>City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037 - 1526</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 C.F.R 3.41) \$ <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input checked="" type="checkbox"/> Credit any overpayment or debit any underpayment</p> <p>8. Deposit account number: <u>4 - 1073</u></p>
<p>11/04/1999 DNGUYEN 00000016 09409256</p> <p>01 FC:581</p> <p style="text-align: center;">DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature.</p> <p><i>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.</i></p> <p><u>Eric Oliver</u>  <u>November 2, 1999</u></p> <p style="text-align: center;">Signature Date</p> <p>Reg. No. <u>35,307</u></p>	
<p>Total number of pages including cover sheet, attachments, and document: <u>6</u></p>	

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 30th day of September, 1999 by Carlos M. Gonzalez and James J. Cerna, Jr., (hereinafter referred to as Assignor), residing at:

416 Waverley St. #3, Menlo Park, CA 94025;

105 Tanager Lane, Redwood Shores, CA 94065.

WHEREAS, Assignor has invented certain new and useful improvements in APPARATUS AND METHOD OF IMPLEMENTING FAST INTERNET REAL-TIME SEARCH TECHNOLOGY (FIRST), set forth in an application for Letters Patent of the United States, executed on September 29, 1999 and filed on September 30, 1999 as U.S. application Serial No. Not Yet Assigned; and

WHEREAS, Infolocity, Inc., a corporation organized under and pursuant to the laws of California having its principal place of business at 165 Mitchell Avenue, Suite 200, South San Francisco, CA 94080, (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters

Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any

proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

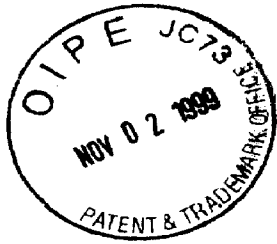
AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Gary M. Hoffman, 26,411; Thomas J. D'Amico, 28,371; Donald A. Gregory, 28,954; James W. Brady Jr., 32,115; Jon D. Grossman, 32,699; Mark J. Thronson, 33,082; Laurence E. Fisher, 37,131; John R. Fuisz, 37,327; Brian A. Lemm, 43,748; Gianni Minutoli, 41,198; Eric Oliver, 35,307; William E. Powell III, 39,803; Paul L. Ratcliffe, P-45,290; James M. Silbermann, 40,413; Salvatore P. Tamburo, P-45,153

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.



Carlos M. Gonzalez
Carlos M. Gonzalez

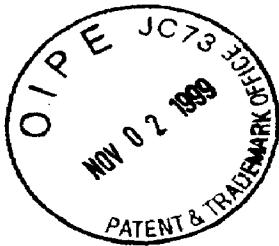
Date: September 30, 1999

United States of America)
State of California)ss.:
County of San Francisco)

On this 30th day of September, 1999, before me personally came Carlos M. Gonzalez, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Stacey Leffler
Notary Public





James J. Cerna, Jr.

Date: September 30, 1999

United States of America)
State of California)ss.:
County of San Francisco)

On this 30th day of September, 1999, before me personally came James J. Cerna, Jr., to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Stacey Leffler
Notary Public

