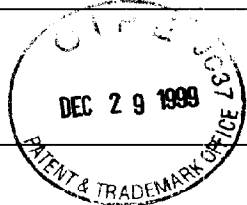


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Attorney Docket Number  
9824-025-999

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Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mark R. Cummings

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: March 5, 1999

2. Name and address of receiving party(ies):

Name: Envia, Inc.Address: 12340 Saratoga-Sunnyvale Road, Suite 7-8  
Saratoga, CA 95070

Country (if other than USA):

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) 08/662,641

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

William S. Galliani  
PENNIE & EDMONDS LLP  
3300 Hillview Avenue  
Palo Alto, CA 943046. Number of applications and patents involved: 17. Total fee (37 CFR 3.41):.....\$ 40.00

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*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.*

William S. Galliani

33,885

December 29, 1999

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PATENT  
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## ASSIGNMENT

WHEREAS I, **MARK R. CUMMINGS of Atherton, California**, have invented certain new and useful improvements in a **Method and Apparatus for Communicating Information**, for which invention I have executed an application for Letters Patent of the United States, and which application may be identified in the United States Patent and Trademark Office as Serial No. 08/662,641, filed June 10, 1996; and

Whereas, **ENVIA, INC.**, a corporation of the State of **California**, and having its principal place of business at **12340 Saratoga-Sunnyvale Road, Suite 7-8, Saratoga, California 95070** (hereinafter referred to as assignee), is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the Letters Patent to be obtained therefore;

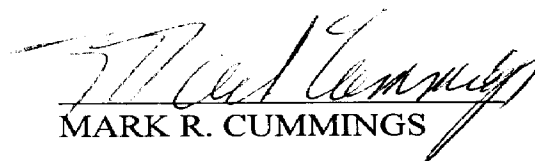
Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to me in hand paid, the receipt and sufficiency whereof are hereby acknowledged, I have sold assigned, and set over and by these presents do hereby sell, assign, and set over unto said assignee and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and I do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

I hereby authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that 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.

Upon said consideration, I convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of said United States application (or other application if any there be) in priority to other applications; and I do hereby covenant and agree with the said assignee that I will not execute any writing or do any act whatsoever conflicting with these presents, and that I will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: March 5, 1999

By:

  
MARK R. CUMMINGS