

04-10-2000

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp 4/94)
Copyright 1994-97 L. JaiStar
P08/REV02



101310478

Tab settings → → → ▼ 3.6.00 ▼

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

1. Name of conveying party(ies):

**Benjamin Hewitt Smith
Fred Hewitt Smith**

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: **February 11 and 19, 2000**

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

Name: **Angel Secure Networks, Inc.**

Internal Address: _____

Street Address: **127 Washington Street**

City: **Belmont** State: **MA** ZIP: **02478**

Additional name(s) & address(es) attached? Yes No

RECEIVED
200 MAR -6 PM 3:09
OPR/FINANCE

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/441,403

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: **Mark G. Lappin**

Internal Address: _____

McDermott, Will & Emery

Street Address: **28 State Street**

City: **Boston** State: **MA** ZIP: **02109**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

50-1133

04/10/2000 DCDATES 00000349 09441403

DO NOT USE THIS SPACE

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.

David M. Mello, Reg. No. 43,799

Name of Person Signing

Signature

February 29, 2000

Date

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

3

ASSIGNMENT OF PATENT RIGHTS

We, **Benjamin Hewitt Smith of 127 Washington Street, Belmont, MA 02173** and **Fred Hewitt Smith of 127 Washington Street, Belmont, MA 02178**, having invented improvements in a **SYSTEM AND METHOD FOR INSTALLING AN AUDITABLE SECURE NETWORK**, an application for United States patent describing the same and based thereon, Serial No. 09/441,403, filed November 16, 1999, for good and valuable consideration, receipt of which is hereby acknowledged from **ANGEL Secure Networks, Inc.**, a **Delaware** Corporation having a principal place of business at **127 Washington Street, Belmont, MA 02178 USA**, and hereinafter referred to as the Assignee (which term shall include the successors and assigns), do hereby sell, assign and transfer to the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and all inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty and all other treaties of like purpose in respect of said inventions and said application, and we do hereby authorize the Assignee to apply in our names or in their own name (in a manner to be agreed upon by the Assignee) or their designee, for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention, Treaty or any such other Convention or Treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Official of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

Benjamin H. Hewitt Smith
Benjamin Hewitt Smith

State of NY
County of New York) ss.

Before me this 11th day of February, 2000, personally appeared **Benjamin Hewitt Smith**, and acknowledged the foregoing instrument to be his or her free act and deed.

Syed Nasim Rahman
Notary Public
SYED NASIM RAHMAN
Notary Public, State of New York
No. 60-4970574
Qualified in Westchester County
Commission Expires August 13, 2002

SEAL

Fred Hewitt Smith
Fred Hewitt Smith

State of Massachusetts
County of Middlesex) ss.

Before me this 19th day of February, 2000, personally appeared **Fred Hewitt Smith**, and acknowledged the foregoing instrument to be his or her free act and deed.

Cynthia C. Smith
Notary Public
My commission expires Feb. 2, 2007

SEAL

BSIL-110CP (56273-018)

McDermott, Will & Emery
28 State Street
Boston, MA 02109
(617) 535-4000