

05-09-2000

FORM PTO-1619A

Expires 06/30/99  
OMB 0651-0027U.S. Department of Commerce  
Patent and Trademark Office  
PATENT

101350635

RECORDATION FORM COVER SHEET  
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

## Submission Type

☒ New  
☐ Resubmission (Non-Recordation)  
Document ID# ☐ Correction of PTO Error  
Reel #  Frame # ☐ Corrective Document  
Reel #  Frame # 

## Conveyance Type

☒ Assignment ☐ Security Agreement☐ License ☐ Change of Name☐ Merger ☐ Other U.S. Government  
(For Use ONLY by U.S. Government Agencies)☐ Departmental File ☐ Secret File

## Conveying Party(ies)

☐ Mark if additional names of conveying parties attached Execution Date  
Month Day Year

Name (line 1) Connecticut Innovations, Incorporated

03 31 2000

Name (line 2)

## Second Party

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

## Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Cyberlab, Inc.

☐ 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 2)

Address (line 1) 999 West Street

Address (line 2)

Address (line 3) Rocky Hill

Connecticut

06067

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)

FOR OFFICE USE ONLY

05/09/2000 JSRAB027 00001297 5055257

05/09/2000

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231PATENT  
REEL: 010756 FRAME: 0339

Correspondent Name and Address

Area Code and Telephone Number 847/509-3700

Name Philip M. Kolehmainen (Reg. No. 22,992)

Address (line 1) MASON, KOLEHMAINEN, RATHBURN & WYSS

Address (line 2) 853 Sanders Road, #330

Address (line 3) Northbrook, IL 60062

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

# 4

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)

5,055,263		
5,306,510		

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

PCT

PCT

PCT

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

PCT

PCT

Number of Properties

Enter the total number of properties involved.

# 2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 80.00

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:

# 13-2100

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.

Philip M. Kolehmainen (Reg. No. 22,992)

*Philip M. Kolehmainen*

25 APR 00

Name of Person Signing

Signature

Date

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** is made as of March 31, 2000, by and between **CONNECTICUT INNOVATIONS, INCORPORATED**, a Connecticut corporation having its principal place of business at 999 West Street, Rocky Hill, Connecticut 06067 ("**Assignor**") and **CYBERLAB, INC.**, a Connecticut corporation having its principal place of business at 36 Del Mar Drive, Brookfield, Connecticut 06804 ("**Assignee**").

WITNESSETH:

**WHEREAS**, the Assignee and Assignor entered into a Financing Agreement, dated as of November 17, 1995 (the "**Original Financing Agreement**"), as amended by a certain Amendment to Loan dated as of June 30, 1999 (the "**Amendment**," and together with the Original Financing Agreement, the "**Financing Agreement**"), whereby Assignor lent to Assignee the original principal amount of \$400,000, evidenced by a Promissory Note of Assignee in such amount dated as of November 17, 1995, which Promissory Note was replaced with a new Promissory Note in the original principal amount of \$438,064.71 dated as of July 1, 1999 (the "**Note**");

**WHEREAS**, the obligations of Assignee under the Financing Agreement and Note are secured by a Security Agreement dated as of November 17, 1995, by and between Assignee and Assignor, as amended by the Amendment (the "**Security Agreement**"), pursuant to which Assignee conveyed, transferred, assigned and granted to Assignor a continuing security interest in the Collateral and the Technology (as defined in the Security Agreement and as set forth on **Schedule 1** and **Schedule 2** thereto and hereto) (the Collateral and the Technology, collectively, the "**Secured Collateral**"); and

**WHEREAS**, the obligations of Assignee under the Financing Agreement and Note are further secured by a Collateral Assignment dated as of November 17, 1995, by and between Assignee and Assignor, as amended by the Amendment (the "**Collateral Assignment**"), pursuant to which Assignee conveyed, transferred, assigned and delivered to Assignor all of Assignee's right, title and interest in the Rights (as defined in the Collateral Assignment and as set forth on **Schedule A** thereto and hereto) (the "**Rights**").

**WHEREAS**, Assignee wishes to acquire and Assignor wishes to assign to Assignee the Rights.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignor hereby conveys, transfers, assigns and delivers to Assignee, its successors and assigns, all right, title and interest of Assignee in and to the Secured Collateral and the Rights.

2. Assignor hereby conveys, transfers, assigns and grants to Assignee, its successors and assigns, all right and interest of Assignor in and to any and all claims against third parties for past, present or future infringement of the Secured Collateral and the Rights and all proceeds relating thereto.

3. Assignee hereby assumes and agrees to perform and fully discharge all liabilities and obligations which accrue under the Secured Collateral and the Rights on and after the date hereof.

4. Assignor makes no representations or warranties to Assignee with respect to the Secured Collateral or the Rights or Assignor's rights, title or interest thereto and therein.

5. This Agreement shall be interpreted and construed in accordance with the laws of the State of Connecticut.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**WITNESS:**

K. L. Cronin  
John D. [Signature]

**ASSIGNOR:**

**CONNECTICUT INNOVATIONS,  
INCORPORATED**

By: Victor R. Budnick  
Victor R. Budnick  
Its President and Executive Director

**WITNESS:**

[Signature]  
[Signature]

**ASSIGNEE:**

**CYBERLAB, INC.**

By: Thomas J. Friedlander  
Thomas J. Friedlander  
Its President

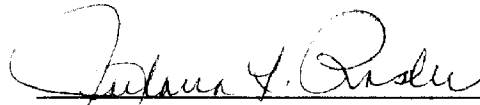
STATE OF CONNECTICUT )

COUNTY OF Hartford )

) at Rochester

On this the 31<sup>st</sup> day of March, 2000, before me, the undersigned officer, personally appeared Victor R. Budnick, who acknowledged himself to be the President and Executive Director of Connecticut Innovations, Incorporated, a Connecticut corporation, and that he, as such President and Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation by signing the name of the corporation by himself as such President and Executive Director.

In Witness whereof I hereunto set my hand.



Commissioner of the Superior Court/  
Notary Public

My Commission Expires:

JULIANA F. FUGIER  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 31, 2003

STATE OF CONNECTICUT )

COUNTY OF Fairfield )

) at BROOKFIELD

On this the 31<sup>st</sup> day of March, 2000, before me, the undersigned officer, personally appeared Thomas J. Friedlander, who acknowledged himself to be the President of Cyberlab, Inc., a Connecticut corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation by signing the name of the corporation by himself as such President.

In Witness whereof I hereunto set my hand.



Commissioner of the Superior Court/  
Notary Public

My Commission Expires:

SABINA MALYSZKO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 31, 2002