

07-03-2000

PATENT

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- New
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- Correction of PTO Error
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Conveyance Type

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

JUL 12 2000
PTO
09/595841
0673/03

Attorney Docket No. CPTI.P0001

Conveying Party (ies)

Mark if additional names of conveying parties attached

Execution Date

MMDDYYYY

Name (1st party) Kogan, Ilya *09595841*

Name (2nd party) Kraskin, Mitchel

Name (3rd party) Kanevskiy, Boris

Name (4th party) _____

06082000

05242000

05252000

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 U.S., an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Name Compliance Tools, Inc.

Name A New Jersey Corporation

Address 240 5th Avenue, Suite 300

Address _____

City, State, Zip New York, NY 10001

Domestic Representative

(Complete only if receiving party is not domiciled in the United States)

Name _____

Address _____

Address _____

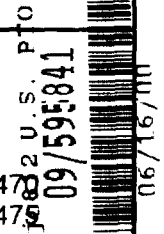
Address _____

For Office Use Only

Correspondent Name and Address

Name: John Stattler
Address: Stattler Johansen & Adeli LLP
P.O. Box 51860
Palo Alto, California 94043-0728

Area Code and Telephone Number: (650) 934-0472
Area Code and Fax Number: (650) 934-0472



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

2

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)

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. MMDDYYYY

06082000

Patent Cooperation Treaty (PCT)

Enter PCT application number(s) only if a U.S. Application Number has not been assigned.

Number of Properties

Enter the total number of properties involved

1

Fee Amount

Fee Amount for Properties Listed (37CFR3.41) \$

40.00

Method of Payment: Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

50 1128

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.

John Stattler
Name of Person Signing

John Stattler
Signature

6/16/00
Date

JOINT INVENTORS TO CORPORATION ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) Ilya Kogan, a resident of Union City, New Jersey;
- (2) Mitchel Kraskin, a resident of Rye, New York; and
- (3) Boris Kanevskiy, a resident of Brooklyn, New York

have invented certain new and useful improvements in:

A RULE COMPLIANCE SYSTEM AND A RULE DEFINITION LANGUAGE

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

- On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature.

WHEREAS Compliance Tools, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at New York, State of New York, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

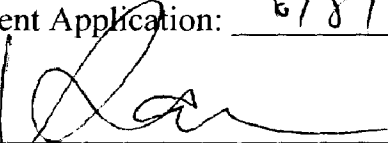
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest

herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefore and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

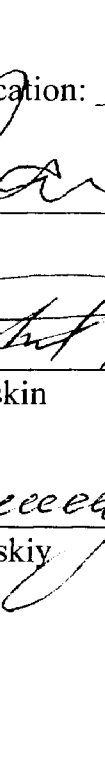
3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives, and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

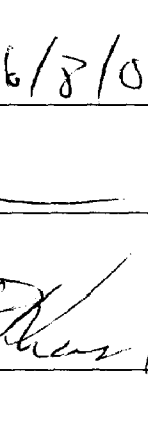
Date of Execution of Declaration for Patent Application: 6/8/00



Ilya Kogan



Mitchel Kraskin



Boris Kanevskiy