

FORM PTO-1619A  
(Rev. 6-99)



SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101410262

To the Honorable Commissioner of Patents and Trademarks, attached original document or copy thereof.

<p>1. Submission Type</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____</p> <p><input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____</p> <p><input type="checkbox"/> Corrective Document Reel # _____ Frame # _____</p>	<p>2. Name of Conveying Party(ies):</p> <p>Votation </p> <p>Additional Name(s) of conveying party(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>3. Name and Address of Receiving Party(ies):</p> <p>Name: <u>iPaper, LLC</u></p> <p>Street Address: <u>100 Shockoe Slip</u></p> <p>City: <u>Richmond</u></p> <p>State/Country: <u>Virginia</u> Zip: <u>23219</u></p> <p>Additional name(s) &amp; address(es) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>4. 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: <u>08301996</u></p>
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5. Application number(s) or patent number(s):

If this document is being filed together with a new application,

the first execution date of the application is : \_\_\_\_\_

the filing date of the application is : 03191996 (the issue date of the patent is 06091998)

<p>A. Patent Application No.(s) <u>08/ 619,457</u></p>	<p>B. Patent No.(s) <u>5764221</u></p>
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<p>6 Name and address of party to whom correspondence concerning this matter should be mailed:</p> <p><b>CUSTOMER NUMBER 00136</b></p> <p>or</p> <p>JACOBSON, PRICE, HOLMAN &amp; STERN, PLLC 400 Seventh Street, N.W. Washington, DC 20004 Tel. 202-638-6666</p> <p>Attorney Docket No. <u>P65591US0</u></p>	<p>7. Number of applications and patents <input type="text" value="1"/></p> <p>8. Total fee (37 CFR 3.41) ..... \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Any deficiencies in enclosed fees are authorized to be charged to deposit account <u>06-1358</u></p>
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07/20/2000 MTHA11 00000264 08619457  
01 FC:581

DO NOT USE THIS SPACE

10. 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.

HARVEY B. JACOBSON, JR./20,851 Harvey B. Jacobson Jr. June 27, 2000

Name of Person Signing/ Reg. # Signature Date

Total number of pages excluding cover sheet:

# Assignment of Intellectual Property

WHEREAS, iPaper, LLC, a Maryland limited liability company, having its principal place of business at 100 Shockoe Slip, Second Floor, Richmond, Virginia 23219 ("Assignee") entered into an Asset Purchase Agreement ("Purchase Agreement"), with Votation, LLC, a Maryland limited liability company ("Assignor") at Suite 100, 2707 Abilene Drive, Chevy Chase, Maryland, 20815, pursuant to which Assignor sold and assigned to Assignee all of Assignor's right, title and interest in and to certain intellectual property Assets ("Asset") of Assignor, effective as of Closing Date as defined in the Purchase Agreement.

WHEREAS, the Assets sold and assigned to Assignee by Assignor in the Purchase Agreement include, without limitation, the Intellectual Property of Assignor as defined therein ("Intellectual Property"); and

WHEREAS, Assignee and Assignor desire to effectuate and complete the assignment of all right, title and interest in and to the Intellectual Property of Assignor so that title thereto shall be solely vested in Assignee.

NOW THEREFORE, pursuant to the covenants exchanged herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, Assignor and Assignee hereby agree as follows as of this 15th day of May, 2000 ("Effective Date"):

## 1. **Assigned Subject Matter.**

The subject matter of this Assignment of Intellectual Property ("Assignment") consists of the Intellectual Property interests owned by the Assignor, including all Intellectual Property created or held by the Business (as those terms are defined in the Purchase Agreement), further including, but not necessarily limited to, all works of authorship, work product, inventions, discoveries, improvements, programs, ideas, concepts, know how, or other creative works of any type created or otherwise owned by the Assignor (in all forms and manifestations, whether or not reduced to practice, and whether or not otherwise patentable); all patent, copyright, trademark, service mark, trade secret and other Intellectual Property rights owned by the Assignor; all associated letters patent, patent applications, divisionals, continuations, continuations-in-part, re-examinations, re-issues, improvement patents, and foreign counterparts thereof, all associated copyright applications

and registrations; all associated trademark and service mark applications and registrations, all goodwill associated with the business of any of the foregoing; and all causes of action and rights of recovery of any type associated with or arising from any of the foregoing (collectively, "Assigned Subject Matter"). The Assigned Subject Matter more specifically includes, but is not necessarily limited to, the Intellectual Property specified in Exhibit A hereto.

## **2. Warranties and Representations of Assignor.**

Assignor represents and warrant that, except as is expressly stated to the contrary in Schedule 3.8(c) of the Purchase Agreement:

- (a) To Assignor's knowledge, Assignor owns good, valid and marketable title to all of the Intellectual Property, free and clear of any and all mortgages, liens, encumbrances, charges, claims, restrictions, pledges, security interests or impositions.
- (b) To Assignor's knowledge, all Intellectual Property created by Assignor's employees, independent contractors and consultants has been validly, effectively and irrevocably assigned to Assignor.
- (c) To Assignor's knowledge, effective upon Assignee's payment of the Purchase Price, good, valid and marketable title to the Intellectual Property, free and clear of all mortgages, liens, encumbrances, charges, claims, restrictions, pledges, security interests or impositions, will pass to Buyer.
- (d) To Assignor's knowledge, except as is noted in Schedule 3.8(c) of the Purchase Agreement, Assignor owns or has the irrevocable right to use pursuant to license, sublicense, agreement, or permission all Intellectual Property for the operation of the Business as presently conducted and as presently proposed to be conducted. To

Assignor's knowledge, each item of Intellectual Property owned or used by the Assignor immediately prior to the Closing hereunder will be owned or available for use by Assignee on identical terms and conditions immediately subsequent to the Closing hereunder.

- (e) To Assignor's knowledge, Assignor has taken, or is in the process of taking, all necessary action to maintain and protect each item of Intellectual Property that it owns or uses.
- (f) To Assignor's knowledge, Assignor has not interfered with, infringed upon, diluted, misappropriated, engaged in unfair competition with respect to, or otherwise come into conflict with any Intellectual Property rights of third parties (including any claim that Assignor must license or refrain from using any Intellectual Property rights of any third party).
- (g) To Assignor's knowledge, except as set forth on Schedule 3 ).8(c) of the Purchase Agreement, no third party has interfered with, infringed upon, diluted, misappropriated, engaged in unfair competition with respect to, or otherwise come into conflict with, any Intellectual Property rights of Assignor.
- (h) To Assignor's knowledge, with respect to each item of Intellectual Property required to be identified in Schedule 3.8(c) of the Purchase Agreement:
  - (i) Assignor possesses all right, title, and interest in and to the item, free and clear of any security interest, license, or other restriction;
  - (ii) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

- (iii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or is threatened which challenges the legality, validity, enforceability, use, or ownership of the item; and
- (iv) Assignor has never agreed to indemnify any person for or against any interference, infringement, misappropriation, or other conflict with respect to the item.
- (i) To Assignor's knowledge, there is no item of Intellectual Property that any third party owns or that Assignor uses pursuant to license, sublicense, agreement, or permission.
- (j) To Assignor's knowledge, the Intellectual Property will not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property rights of third parties as a result of the continued operation of its business as presently conducted and as presently proposed to be conducted.
- (k) To Assignor's knowledge, there exists no new products, inventions, procedures, or methods of manufacturing or processing that any competitors or any third parties have developed which reasonably could be expected to supersede or make obsolete any product or process of Assignor.
- (l) To Assignor's knowledge, there exists no third-party actual or contingent claim of rights, whether embodied in a patent, patent application, trade secret or otherwise, that does or, if granted or affirmed, could limit or impair the ability of Assignor or Assignee to exploit the Intellectual Property used or anticipated to be used in connection with the Business.
- (m) To Assignor's knowledge, all employees, consultants and independent contractors employed or retained by Assignor to create any work product or Intellectual Property

used or anticipated to be used in the Business have executed valid and enforceable assignments of such Intellectual Property to Assignor and further are the subject of binding and enforceable confidentiality agreements with Assignor.

**3. Assignment.**

The Assigned Subject Matter shall be the sole and exclusive property of Assignee.

Assignor hereby assigns and agrees to assign to Assignee all right, title and interest in and to all Assigned Subject Matter, including any subsequently-developed or conceived Assigned Subject Matter, and further including all associated patent, copyright, trade secret and other intellectual property rights. To whatever extent moral rights, rights of publicity or other intellectual property rights in the Assigned Subject Matter are, by their nature, incapable of assignment, Assignor hereby irrevocably waives, surrenders and forfeits all such rights Assignor may hold in any Assigned Subject Matter. Assignor agrees to execute additional assignments and documents and take such additional steps as Assignee may reasonably request in order to convey, transfer, assign, register, record in the name of Assignee or waive interests in Assigned Subject Matter and all intellectual property interests therein. Assignor agrees to provide Assignee or its assigns with reasonable non-monetary assistance in the enforcement or defense of its rights in the Assigned Subject Matter.

**4. Delivery.**

Within forty-eight (48) hours of the execution of this A Assignor shall deliver to Assignee or its designee all documents and things in its custody or control constituting, comprising, referring to or relating to the Assigned Matter and associated intellectual property interests.

**5. Beneficiaries.**

This Assignment shall inure to the benefit of the parties an heirs, successors, assigns, insurers and reinsurers.

**6. Covenant Not to Use or Infringe.**

Assignor agrees that it will not contest or challenge Assignee's sole ownership of or rights in the Assigned Subject Matter, that Assignor shall not infringe or misappropriate Assignee's rights in the Assigned Subject Matter, and that Assignor shall not take any action inconsistent with Assignee's sole ownership of or rights in the Assigned Subject Matter. Assignor agrees not to publish or disclose to any third party without Assignee's express prior written consent any portion of the Assigned Subject Matter that may constitute a trade secret or confidential information (including, but not limited to, the subject matter of any yet-to-be issued patents).

**7. Indemnity.**

Assignor shall indemnify Assignee and hold it harmless against all claims, causes of action, liability, judgment, damages, fines or expenses (including reasonable attorneys fees) suffered by Assignee in connection with an actual or threatened third-party claim arising from: (i) a breach by Assignor of any of its warranties or representations in this Assignment; or (ii) claims that the Assigned Subject Matter or the exploitation thereof by Assignee or its licensees, successors or assigns infringes, misappropriates or otherwise violates the intellectual property or contractual rights of such third party.

**8. General Terms.**

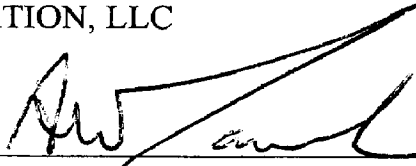
This Assignment constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements and understandings relating to the subject matter herein. This Assignment can be modified only by a written instrument signed by both parties. In the event any provision of this Assignment is finally determined by a court of competent jurisdiction to be void, unenforceable, invalid or otherwise contrary to law or equity, the parties agree to reform (or as necessary, authorize such tribunal to reform) this Assignment Agreement to the extent necessary to cure (of, if necessary, delete) such offending term, and that the remainder of this Assignment that can be given effect without the benefit of such term shall be given effect. This Assignment shall be governed and construed in accordance with the substantive law of the Commonwealth of Virginia, without regard to its conflict of law rules. Terms of this Assignment that, by their nature, survive the termination of this Assignment, shall so survive.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**



IN WITNESS WHEREOF, the parties so agree.

VOTATION, LLC



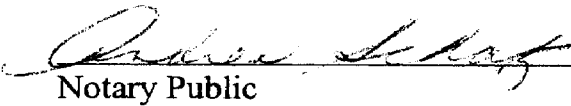
Albert W. Tanenbaum  
Manager and Chief Executive Officer

*LLC manager*

Acknowledgment

STATE OF MARYLAND )  
CITY/COUNTY OF MONTGOMERY )

On this 15th day of May, 2000, before me appeared Albert W. Tanenbaum, the person who signed the foregoing instrument on behalf of Votation, L.L.C., who acknowledged that he or she signed it on behalf of and with the authorization of Votation, L.L.C. and with the power to bind same.

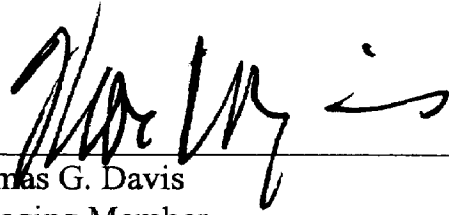
  
Notary Public

My commission expires: \_\_\_\_\_

ANDREA SCHATZ  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires November 1, 2003

IN WITNESS WHEREOF, the parties so agree.

iPAPER, LLC

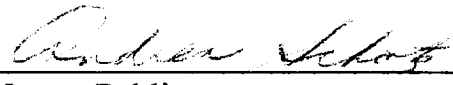


Thomas G. Davis  
Managing Member

Acknowledgment

STATE OF Maryland  
CITY/COUNTY OF Montgomery

On this 15th day of May, 2000, before me appeared Thomas G. Davis, the person who signed the foregoing instrument on behalf of and with the authorization of iPAPER, LLC with the power to bind same.



Notary Public

My commission expires: \_\_\_\_\_

ANDREA SCHATZ  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires November 1, 2003

# Exhibit A

## To Assignment of Intellectual Property

### Description of Assigned Subject Matter Subject to Assignment

United States Patent Number 5,764,221 - Data Collection System; issued June 9, 1998; Assignee: Votation, LLC

# ASSIGNMENT (SOLE)

THIS ASSIGNMENT, by WILLARD TECHNOLOGIES, INC., of 18004 CALICO CIRCLE, OLNEY, MD 20832-2836 (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor has invented certain new and useful improvements in DATA COLLECTION SYSTEM set forth in an application, [ ] which is a provisional application to be filed herewith; [ ] which is a non-provisional application having an oath or declaration executed on even date herewith prior to filing of application; [X] bearing Application No. 08/619,457, and filed on MARCH 19, 1996; and

WHEREAS, VOTATION, LLC, a corporation duly organized under and pursuant to the laws of MARYLAND, and having its principal place of business at 2707 ABILENE DRIVE, CHEVY CHASE, MD 20815 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, 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, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the 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, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for

Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, 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 Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of BURNS, DOANE, SWECKER & MATHIS, LLP, of Alexandria, Virginia, to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

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

Date

8/30/96

Name of Assignor

J.P. Willard  
Jim Paul Willard  
Willard Technologies, Inc.

029383-001

Attorney's Docket No.

## ASSIGNMENT (SOLE)

THIS ASSIGNMENT, by JIM PAUL WILLARD, residing at 18004 CALICO CIRCLE, OLNEY, MD 20832-2836 (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor has invented certain new and useful improvements in DATA COLLECTION SYSTEM set forth in an application, [ ] which is a provisional application to be filed herewith; [ ] which is a non-provisional application having an oath or declaration executed on even date herewith prior to filing of application; [X] bearing Application No. 08/819,457, and filed on MARCH 19, 1996; and

WHEREAS, WILLARD TECHNOLOGIES, INC., a corporation duly organized under and pursuant to the laws of MARYLAND, and having its principal place of business at 18004 CALICO CIRCLE, OLNEY, MD 20832-2836 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, 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, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the 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, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for

Attorney's Docket No. 029393-001

Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, 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 Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia, to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

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

Date 8/30/96 Name of Assignor *J. P. Willard*  
Jim Paul WILLARD