

FORM PTO-1595



101466261

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies): ASYMETRIX LEARNING SYSTEMS, INC.  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies): CLICK2LEARN.COM, INC.  
 Internal Address: \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Additional name(s) & Address(es) attached?  Yes  No

Street Address: 110 - 110<sup>th</sup> Ave., N.E.  
 City: Bellevue State: WA Zip: 98004-5840  
 Execution Date: August 3, 2000

4. Application number(s) or patent numbers(s):  
 If this document is being filed together with a new application, the execution date of the application is: N/A

A. Patent Application No.(s) <u>08/031,006</u>	B. Patent No.(s) <u>5,469,192</u>
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Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: LARIVIERE, GRUBMAN & PAYNE, LLP  
 Internal Address: \_\_\_\_\_  
 Street Address: 4 Justin Court  
P.O. Box 3140  
 City: Monterey State: CA Zip: 93942

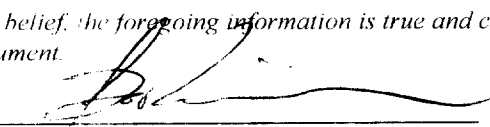
6. Total number of applications and patents involved: One

7. Total fee (37 CFR 3.41): .....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

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.*

F. David LaRiviere  August 30, 2000  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet 1

09/21/2000 MTHA11 00000253 08031006  
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## ASSIGNMENT AGREEMENT

FOR good and valuable consideration, receipt of which is hereby acknowledged, ASYMETRIX CORPORATION, a Delaware corporation having its principal place of business at 110 110<sup>th</sup> Avenue, N.E., Suite 700, Bellevue, WA 98004, hereinafter ASSIGNOR, does hereby sell, assign and transfer unto CLICK2LEARN.COM, INC. doing business at 110 110<sup>th</sup> Avenue, N.E. Bellevue, WA 98004, hereinafter ASSIGNEE, its successors and assignees, the entire title, interest and right, including the right of priority, in the Letters Patent and applications for Letters Patent of the United States listed in Exhibit A hereto, and the inventions and any of them therein set forth and described, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor, and any and all provisional, divisional, reissue, continuation, substitute or renewal applications thereof which have been or shall be filed in the United States and any and all equivalents thereto in any and all foreign countries;

And for the above consideration ASSIGNOR covenants to assign to ASSIGNEE, under identical terms herein, any and all improvements which have been or shall be developed by ASSIGNOR regarding subject matter herein;

And for the above consideration ASSIGNOR agrees promptly upon request of the ASSIGNEE, its successors and assignees, to execute and deliver without further compensation any power of attorney, assignment, application (whether original, continuation, renewal, substitute, divisional or reissue) or other papers which may be necessary or desirable fully to secure to ASSIGNEE, its successors and assignees, the inventions and any of them described in said application and patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of appeal and interference proceedings involving said inventions and/or in the adjudication or re-examination of said Letters Patent, provided that the expenses which may be incurred by ASSIGNOR in lending such cooperation and assistance be paid by ASSIGNEE; and

ASSIGNOR covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by ASSIGNOR, and that full right to convey the same as herein expressed is possessed by ASSIGNOR.

This agreement constitutes the entire agreement of the parties and supersedes and cancels any and all prior and/or contemporaneous utterances, statements, representation, understandings and/or agreements whether oral and/or written in connection with this agreement.

IN WITNESS WHEREOF, ASSIGNOR agrees to the above-mentioned terms and conditions as evidenced by their signatures below:

Aug 3, 2000  
Date

Kevin Oakes  
Kevin Oakes, CEO  
Asymetrix Corporation

EXHIBIT A

“(Twin Click) M/A and Apparatus for Increasing the Functionality ... Actuation of Buttons Thereon”, filed March 12, 1993, Serial No. 08/031,006, granted October 31, 1995, Patent No. 5,469,192;

“(Right Click) M/A for Increasing the Functionality of Computer System Pointing Devices”, filed March 12, 1993, Serial No. 08/030,944, granted March 19, 1996, Patent No. 5,500,936;

“Verifying Multimedia Linking”, filed March 12, 1993, Serial No. 08/031,008, granted July 4, 1995, Patent No. 5,430,872;

“Check Multimedia Linking”, filed April 7, 1995, Serial No. 08/418,497, granted June 25, 1996, Patent No. 5,530,856;

STATE OF WASHINGTON )

COUNTY OF KING )

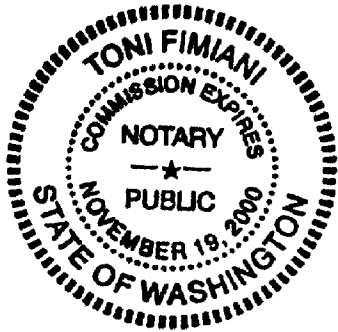
On August 8, 2000, before me, Toni Fimiani, personally appeared

KEVIN OAKES

X personally known to me

OR \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Toni Fimiani

Notary Public

Toni Fimiani  
Residing at: King County, WA  
My Commission Expires: 11-19-2000