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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101528327

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

1. Name of conveying party(ies):
James J. Nicholas, III

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: WebSprite Technology, Inc.

Address: 2 Horatio Street, Suite 9C

New York, New York 10014

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

3. Nature of conveyance:

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

Execution Date: September 20, 2000

4. Application number(s) or patent number(s):

A. Patent Application No.: 09/632,474

Title: CURSOR MOVABLE INTERACTIVE MESSAGE

Filed Date: August 4, 2000

B. Patent No(s):

Additional numbers attached? Yes No

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

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

Name: Larry E. Vierra

Address: Fliesler, Dubb, Meyer & Lovejoy

Four Embarcadero Center, Suite 400

San Francisco, CA 94111

Telephone: (415) 362-3800

6. Total Number of applications and patents involved: 1 \$40.00 each

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

Check Enclosed

8. Fee Authorization. Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325.

Copy. (A duplicate copy of this authorization is **not** enclosed.)

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.

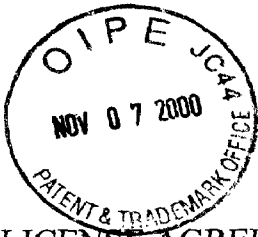
Joseph A. Vo (Reg. No. 43,971)

Signature

Date

Nov. 2, 2000

10. Total number of pages to be recorded: 10 (1 page cover sheet and 9 page document).



LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered by and between:

James J. Nicholas, III ("LICENSOR"), New York, New York, an individual, and WebSprite Technology, Inc. ("LICENSEE"), a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 2 Horatio Street, Suite 9C, New York, New York 10014.

WITNESSETH:

WHEREAS LICENSOR is the owner of all right, title and interest in certain rights under the Intellectual Property identified in Schedule A to this Agreement; and

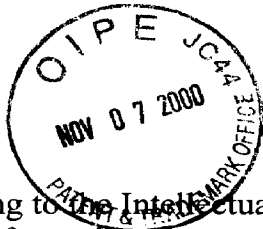
WHEREAS LICENSEE desires to use the Intellectual Property worldwide; and

WHEREAS LICENSOR is willing to grant LICENSEE an exclusive right to use the Intellectual Property subject to the terms and conditions of this Agreement, and LICENSEE is willing to accept such rights and obligations; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1.1 Intellectual Property. "Intellectual Property" means any and all (a) patents, patent applications, inventions, (b) copyrights, copyright registrations, moral rights, maskworks and other works of authorship, (c) trademarks, trade names, service marks, domain names and similar rights, (d) trade secrets, (e) all other intellectual and industrial property rights of every kind and nature throughout the universe, and however designated, including processes, formulae, industrial models, designs and design information, product information, specifications, data, technology, methodologies, routines, techniques, engineering information, engineering work papers and notes, computer programs (including all source codes and documentation), object codes, designs, algorithms, libraries of software, logos, "rental" rights and any other confidential and proprietary right or information, whether arising by operation of law, contract, license or otherwise, and whether or not subject to statutory registration, (f) all related technical information and technical drawings, know-how, and the right to sue for past infringement, if any, in connection with any of the foregoing, (g) all registrations, initial applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), and (h) all associated goodwill, including without limitation the items described in Schedule A attached hereto. The term "Intellectual Property" shall include any and all updates, upgrades, additions, changes, modifications, improvements, continuations, continuations-in-part, divisions, reissues, corrections or inventions



derived from or relating to the Intellectual Property developed by or for LICENSOR, LICENSEE or any Affiliate of the foregoing.

1.2 Product(s). "Product" or "Products" means any product, including but not limited to any apparatus, machine, item, or document, that incorporates or includes the Intellectual Property.

1.3 Process(es). "Process" or "Processes" means any method including, without limitation, a method implemented with software, that uses, incorporates, or includes the Intellectual Property.

1.4 Territory. "Territory" means the world.

1.5 Affiliate. "Affiliate" means any enterprise — a company, a person, or group of persons, whether incorporated or not — entitled to carry on business in any country, which now or hereafter directly or indirectly controls, is controlled by, or is under common control with, a party hereto; "control" requires ownership of more than 50% of (1) voting stock of the enterprise, if the enterprise has issued voting stock or (2) ownership interest in the enterprise.

1.6 Third Party. "Third Party" means any entity other than a party to this Agreement or Affiliate as defined above.

1.7 Effective Date. "Effective Date" means the date of the last signature below.

2. LICENSE GRANT

2.1 Grant of License. LICENSOR hereby grants to LICENSEE and its Affiliates, for the term of this Agreement, an exclusive, royalty-free right and license to use, develop, and enjoy the Intellectual Property and to make, use, sell, offer to sell, reproduce, prepare derivative works of, distribute the Products and Processes and otherwise exploit the Intellectual Property in the Territory, subject to the terms and conditions of this Agreement.

2.2 Sublicenses. LICENSEE may grant sublicenses to Third Parties under the Agreement with the prior written approval of LICENSOR, which approval shall not be unreasonably withheld, provided the sublicensee agrees, in writing, to be bound by the terms of this Agreement.

2.3 Limitation of Rights. LICENSEE acknowledges that LICENSEE'S rights in the Intellectual Property derive exclusively from this Agreement and are solely as set forth in Paragraph 2.1 above and do not include any rights of ownership in any of the Intellectual Property.

2.3.1 LICENSEE agrees that LICENSOR owns all right, title and interest, including but not limited to copyright, patent, trade secret and all other intellectual property rights, in and to the Intellectual Property.

2.3.2 LICENSEE further agrees that LICENSOR shall own, without restriction, all right, title and interest in and to any and all changes, modifications, improvements, continuations, continuations-in-part, divisions, corrections or inventions derived from or relating to the Intellectual Property developed by or for LICENSOR, LICENSEE or any Affiliate of the foregoing and that all future and pending applications to protect Intellectual Property relating to such changes, modifications, and improvements shall be prosecuted and maintained at LICENSEE'S expense.

2.3.3 LICENSEE hereby irrevocably assigns to LICENSOR any and all rights it may be deemed to have in any changes, modifications, improvements, continuations, continuations-in-part, divisions, corrections or inventions derived from or relating to the Intellectual Property, including but not limited to patent, trademark and copyright rights, and agrees to execute all documents necessary to implement and effect such assignment.

2.3.4 This Agreement and the license granted pursuant hereto may not be assigned or otherwise transferred by LICENSEE without the prior written approval of LICENSOR.

2.4 Proprietary Notices. LICENSEE agrees to reproduce and include any copyright or other proprietary rights notices of LICENSOR in all copies, in whole or in part, of the Intellectual Property.

2.5 Audit Rights. LICENSOR reserves the right, upon prior notice to LICENSEE, to audit usage of the Intellectual Property at LICENSEE'S premises during normal business hours to verify LICENSEE'S compliance with the terms of this Agreement.

3. TERM AND TERMINATION

3.1 Term. This Agreement shall commence as of the Effective Date set forth below and shall continue until terminated pursuant to this Paragraph 3.

3.2 Without Cause. Either party may terminate this Agreement at any time and for any reason upon ninety (90) days prior written notice.

3.3 For Cause. In the event of a material breach of any provision of this Agreement, and such breach is not cured within thirty (30) days after the non-breaching party gives written notice of such breach, the non-breaching party shall be entitled to terminate the Agreement immediately upon giving written notice of termination to the defaulting party. The notice of termination shall specify the breach alleged to have occurred.

3.4 Immediate Termination Upon Notice for Change in Control or Substantial Encumbrance. In the event that the legal or beneficial ownership, whether by operation of law or otherwise, of more than 45% of the voting equity of LICENSEE is transferred to a Third Party, or in the event that the effective control of LICENSEE passes from the hands of LICENSOR, or the direct or indirect ownership of LICENSEE undergoes a change in control so that the status of

the LICENSEE as an Affiliate to LICENSOR ceases, or in the event that a substantial portion of LICENSEE'S assets or the conduct of LICENSEE'S business shall be substantially encumbered by extraordinary governmental action or by operation of law, LICENSOR may, at its option, terminate this Agreement effective immediately upon written notice given to LICENSEE. For purposes of this paragraph, notice shall be effective when sent.

3.5 Termination for Insolvency and Related Events. LICENSOR may terminate this Agreement immediately upon delivery of written notice to LICENSEE (a) upon the institution by or against LICENSEE of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of LICENSOR'S debts, (b) upon LICENSEE'S making an assignment for the benefit of creditors, (c) upon LICENSEE'S dissolution or ceasing to do business provided, with respect to involuntary proceedings, that such proceedings are not dismissed within 60 days, or (d) upon any government of the Licensed Territory or any instrumentality thereof materially interfering with the management of LICENSEE'S business, expropriating any of LICENSEE'S assets or otherwise materially impairing LICENSOR'S rights under this Agreement, including, but not limited to, the imposition of any tax or levy specifically required to be withheld on royalties substantially in excess of such taxes or levies in effect on the Effective Date.

3.6 Effect of Termination. If this Agreement is terminated, all rights granted to LICENSEE in Paragraph 2 shall forthwith terminate and immediately revert to LICENSOR. All copies of the documents, records, notes and other evidence or descriptions of the Intellectual Property in LICENSEE'S possession at the time of termination of this Agreement shall be promptly delivered to LICENSOR.

3.7 Limitation of Liability. In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of LICENSOR or LICENSEE.

3.8 Survival of Certain Terms. The provisions of Paragraphs 1, 3, 4, 5, 6, 7, and 8 of this Agreement shall survive the termination of this Agreement. All other rights and obligations of the parties shall cease upon the termination of this Agreement.

4. DISCLAIMER OF WARRANTIES

LICENSOR IS PROVIDING THE INTELLECTUAL PROPERTY "AS IS" AND WITHOUT ANY WARRANTY. LICENSOR HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE INTELLECTUAL PROPERTY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

5. INDEMNIFICATION

5.1 Indemnification by LICENSEE. LICENSEE agrees, at its own expense, to defend or to settle, at its option, any claim or action brought against it on a claim that the Intellectual Property, as used within the scope of this Agreement, infringes any valid United States patent, trademark, copyright or trade secret of any Third Party. LICENSEE agrees to hold LICENSOR and/or any of its affiliates harmless against any and all claims, demands, causes of action, liability, loss, damage, judgments or expenses (including without limitation reasonable attorneys' fees, expenses and court costs) (collectively, "Claims") arising out of LICENSEE'S use of the Intellectual Property, including (without limitation) any claim for personal injury, wrongful death or any similar matter. LICENSOR shall have the right to defend any such claim or suit through counsel of its own choice. This paragraph 5 shall survive any termination or expiration of this Agreement.

6. OWNERSHIP

6.1 LICENSEE acknowledges LICENSOR'S right, title, and interest in and to the Property. LICENSEE shall not at any time do or cause to be done, or fail to do or cause to be done, any act or thing, directly or indirectly, contesting or in any way impairing LICENSOR'S right, title, or interest in the Intellectual Property. As between LICENSOR and LICENSEE, the Intellectual Property are and shall remain the exclusive property of LICENSOR.

7. CONFIDENTIALITY

7.1 Nondisclosure. LICENSEE agrees to maintain the non-public information provided by LICENSOR or contained in the Intellectual Property, including any information relating to research, development, product and marketing plans, finances, personnel and business opportunities ("Confidential Information"). LICENSEE shall treat as confidential all Confidential Information, shall not disclose such Confidential Information to any other person or use such Confidential Information for any purpose other than as contemplated by this Agreement without in each case obtaining the prior written consent of LICENSOR, except to the extent that such Confidential Information (a) is or becomes generally available to the public other than as a result of disclosure by LICENSEE in violation of this Agreement, or (b) is required to be disclosed by LICENSEE pursuant to applicable law or legal process. In the event that LICENSEE becomes legally compelled to disclose any Confidential Information, it will provide prompt written notice to LICENSOR so that LICENSOR may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not obtained, LICENSEE shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded to that portion of the Confidential Information so disclosed. Without limiting the foregoing, LICENSEE shall promptly notify LICENSOR of any actual or suspected misuse or unauthorized disclosure of any of the Confidential Information.

7.2 Return of Confidential Information. Upon termination or expiration of this Agreement, LICENSEE shall return all documents, computer files or other media containing Confidential Information to LICENSOR.

7.3 Remedies. Any breach of the restrictions contained in this Paragraph 7 is a breach of this Agreement which may cause irreparable harm to the non-breaching party. Any such breach shall entitle the non-breaching party to specific performance and/or injunctive relief in addition to all other legal remedies.

8. MISCELLANEOUS

8.1 Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of both parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Paragraph 8.1 shall be binding upon the parties and their respective successors and assigns. The failure of any party to insist on strict performance of a covenant hereunder or any obligation hereunder shall not be a waiver of such party's right to demand strict compliance therewith in the future, nor shall the same be construed as a novation of this Agreement.

8.2 Successors and Assigns. LICENSEE shall not assign any of its rights, obligations or privileges (by operation of law or otherwise) hereunder without the prior written consent of LICENSOR. A transfer of the legal or beneficial ownership, whether by operation of law or otherwise, of more than 45% of the voting equity of LICENSEE (other than a transfer of voting equity among any of the present shareholders or owners of LICENSEE) shall be considered an assignment of the license granted in this Agreement which shall require the prior written consent of LICENSOR. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.3 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

8.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

8.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.6 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith,

in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

8.7 Entire Agreement. This Agreement is product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

8.8 Notices. Any and all notices, requests, demands, reports, and other communications permitted or required to be made under this Agreement shall be in writing in the English language, signed by the person giving such notice or report and shall be delivered personally, by courier, or confirmed facsimile, or sent by registered or certified mail, to the party, at the address specified above or at such other address as may be supplied in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice or report.

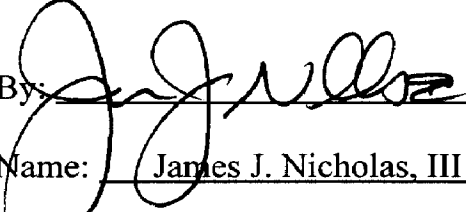
8.9 Force Majeure. If the performance of any part of this Agreement by either party, or of any obligation under this Agreement, is prevented, restricted, interfered with or delayed by reason of any cause beyond the reasonable control of the party liable to perform, unless conclusive evidence to the contrary is provided, the party so affected shall, on giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the affected party shall use its reasonable best efforts to avoid or remove such causes of nonperformance and shall continue performance with the utmost dispatch whenever such causes are removed. When such circumstances, arise, the parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

8.10 Assignment. Except as expressly provided herein, LICENSEE will not have the right to assign this Agreement without the prior written consent of LICENSOR, except to one of LICENSEE'S Affiliates. All of LICENSEE'S rights and obligations under this Agreement are deemed to extend equally to LICENSEE'S Affiliates.

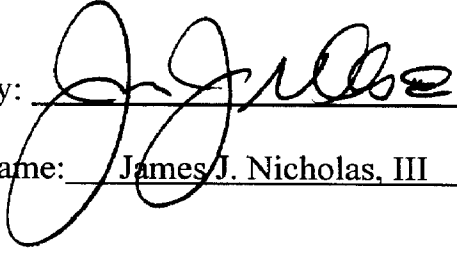
8.11 Additional Documents. Each party agrees that it shall execute and deliver such documents as may be required to implement any of the provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

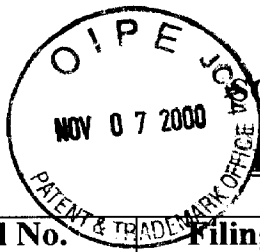
LICENSEE:

By: 
Name: James J. Nicholas, III
Title: CHAIRMAN, CEO
Date: 9/20/2000

LICENSOR:

By: 
Name: James J. Nicholas, III
Date: 9/20/2000





SCHEDULE A - LICENSE AGREEMENT

LICENSED PATENT APPLICATIONS

Serial No.	Filing Date	Title
09/632,474	August 4, 2000	Cursor Movable Interactive Message
09/314,128	May 19, 1999	Cursor Movable Interactive Message
PCT/US00/13787	May 19, 2000	Cursor Movable Interactive Message

LICENSED TRADEMARK APPLICATIONS

Serial No.	Filing Date	Class	ITU Application
76/033,852	April 25, 2000	009	COMMANDSET
76/033,853	April 25, 2000	009	DESIGN ONLY
76/033,853	April 25, 2000	009	INTERACTIVEGHOST
76/033,866	April 25, 2000	009	WEBSPRITE