



11-30-2000



101532127

Attorney's Docket No. 032997-009

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

1. Name of conveying party(ies):

MercExchange LLC (Del)

*RLB*  
*10.31.00*

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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name

Other: \_\_\_\_\_

Execution Date: September 26, 2000

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

Name: MercExchange LLC (Va)

Address: 116 South Patrick Street

Alexandria, Virginia

22314

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

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

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

A. Patent Application No.(s)

09/557,617

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: R. Danny Huntington

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 1

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

Enclosed

Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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.*

Richard J. McGrath  
Name of Person Signing

*Richard J. McGrath*  
Signature

October 31, 2000  
Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Mail documents to be recorded with required cover sheet information to:

11/29/2000 GTOM11 00000031 09557617

01 FC:581

40.00 OP

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

# ASSIGNMENT NUNC-PRO-TUNC

**Assignor:** MercExchange LLC, formerly a Delaware limited liability company, now dissolved.

**Assignee:** MercExchange LLC, a Virginia limited liability company, having a place of business at 116 South Patrick Street, Alexandria, Virginia 22314.

**Patents and Patent Applications:** See attached Schedule A

1. Assignor represents that it is the owner of (i) the inventions described and claimed in the Patents and Patent Applications identified in Schedule A, and (ii) all related foreign and domestic patents, patent applications, divisionals, reissues, re-examinations, continuations, continuations-in-part, certificates of invention, and the like that may issue from or which derive priority from the Patents and Patent Applications (all of which are collectively referred to as the "Patent Rights"). Assignor represents that Assignor has the full right to convey the interest assigned by this Assignment, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment.
2. Assignor assigned to Assignee effective January 10, 2000, and hereby assigns nunc-pro-tunc, the entire worldwide right, title, and interest in and to the Patent Rights, and acknowledges receipt of fair and adequate consideration for such assignment.
3. Assignor assigned to Assignee effective January 10, 2000, and hereby assigns nunc-pro-tunc, all of Assignor's right, title, and interest in and to any claims (known or unknown, suspected or unsuspected) of any nature that Assignor has or may have against any party for infringement of the Patent Rights, and acknowledges receipt of fair and adequate consideration for such assignment.
4. Assignor agrees to execute all papers and perform all affirmative acts necessary to apply for and prosecute any patent application within the Patent Rights, and also to execute separate or additional assignments in connection with such patent applications as the Assignee may deem necessary. Assignee shall be solely responsible for all expenses relating to the preparation and prosecution of such patent applications, and the preparation and recordation of such assignments.
5. Assignor agrees to execute all papers and documents and perform any act which may be necessary in connection with protecting the Patent Rights under any claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
6. Assignor agrees to execute all papers necessary in conjunction with any interference which may be declared concerning any patent application within the Patent Rights, and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference.
7. Assignor agrees to assist Assignee with respect to any infringement action, suit, or proceeding relating to the enforcement of any of the Patent Rights. Assignor will be entitled to receive reimbursement from Assignee of any reasonable out-of-pocket expenses incurred by it in providing such assistance. In any such action, suit, or proceeding, Assignor will be represented by the same legal counsel as Assignee at Assignee's expense.

8. Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from any patent application within the Patent Rights to Assignee, as the assignee of the entire interest therein.
9. Assignor grants to Assignee the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.
10. This agreement is binding upon and inures to the benefit of the successors, and assigns of the parties.

AGREED:

**MercExchange LLC (DEL)**

By: 

Name: Thomas G. Woolston

Title: Managing Member

Date: 9/26/00

**MercExchange LLC (VA)**

By: 

Name: Thomas G. Woolston

Title: Managing Member

Date: 9/26/00

Schedule A

**Patents and Patent Applications**

Country	Serial no.	Filing Date	Status	Patent No.
US	09/264,573	03/08/99	Issued	6,085,176
US	09/556,653	04/24/00	Pending	-
US	08/554,704	11/07/95	Issued	5,845,265
US	09/203,286	12/02/98	Pending	-
US	08/427,820	04/26/95	Pending	-
US	09/166,779	10/06/98	Pending	-
US	09/557,617	04/25/00	Pending	-
US	09/253,014	02/19/99	Pending	-
US	09/253,021	02/19/99	Pending	-
US	09/418,564	10/15/99	Pending	-
US	09/253,015	02/19/99	Pending	-
US	09/644,857	08/24/00	Pending	-
US	09/253,057	02/19/99	Pending	-