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☒ Assignment☐ Security Agreement☐ License☐ Change of Name☐ Merger☐ Other

09615363

Conveying Party(ies)

☐ Mark if additional names of conveying parties attachedName (line1) Execution Date
Month Day Year
Name (line 2)

Second Party

Name (line1) Execution Date
Month Day Year
Name (line 2)

Third Party

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Month Day Year
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Fourth Party

Name (line1) Execution Date
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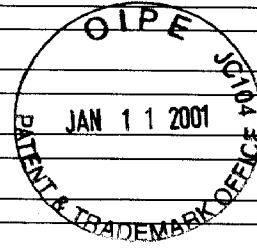
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Pages Enter the total number of pages of the attached conveyance document including any attachments. # 9

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)		
09/615,363					

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.

Month Day Year

PATENT COOPERATION TREATY (PCT)

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

PCT

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Number of Properties Enter the total number of properties involved. # 1

Fee Amount **Fee Amount for Properties Listed (37 CFR 3.41):** \$ 40

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: # 06-1300 (A-68295/MAK/LM)

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.

Larry Mendenhall
Reg. #38,555

Name of Person Signing

[1040136]

Larry Mendenhall

Signature

January 8, 2001

Date Signed

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned, Eric A. Bunn, a resident of San Jose, County of Santa Clara, State of California; Meschae Xavier Fernando, a resident of San Jose, County of Santa Clara, State of California; and Llavanya Fernando, resident of San Jose, County of Santa Clara, State of California, (hereinafter termed "Inventors") have invented certain new and useful improvements in VIRTUAL-PRODUCT PRESENTATION SYSTEM and have executed an application for a United States patent disclosing and identifying the invention and having Serial No. 09/615,363 and filing date of July 13, 2000; and

WHEREAS, @pos.com, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 3051 N. 1st Street, San Jose 95134, State of California, is desirous of acquiring the entire right, title and interest in and to the application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by the Inventors (all collectively hereinafter termed "the invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

1. The Inventors do hereby sell, assign, transfer and convey unto the Assignee, the entire right, title and interest (a) in and to the application and the invention; (b) in and to all rights to apply for foreign patents on the invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on the invention in the United States or any foreign 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 the applications; and (d) in and to each and every reissue or extension of any of the patents.

2. The Inventors hereby covenant and agree to cooperate with the Assignee to enable the Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the Assignee (a) for perfecting in the Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering the invention; (d) for filing and prosecuting applications for reissuance of any of the patents; (e) for interference or other priority

proceedings involving the invention; and (f) for legal proceedings involving the invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by the Inventors in providing such cooperation shall be paid for by the Assignee.

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

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

County of _____,)

) ss.

State of _____.)

On this _____ day of _____, in the year 2000, before me, _____, Notary Public of the State of _____, personally appeared _____, 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.

Signature _____

(Seal)

IN WITNESS WHEREOF, the Inventor has executed and delivered this instrument to the Assignee this 13 day of DEC, 2000.



Eric A. Bunn

County of _____,)

) ss.

State of _____.)

On this ____ day of _____, in the year 2000, before me, _____, Notary Public of the State of _____, personally appeared _____, 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.

Signature _____

(Seal)

IN WITNESS WHEREOF, the Inventor has executed and delivered this instrument to the Assignee this ____ day of _____, 2000.

Neschae Xavier Fernando

County of _____,)

) ss.

State of _____.)

On this ____ day of _____, in the year 2000, before me, _____, Notary Public of the State of _____, personally appeared _____, 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.

Signature _____

(Seal)

IN WITNESS WHEREOF, the Inventor has executed and delivered this instrument to the Assignee this ____ day of _____, 2000.

Llavanya Fernando

1035701

ASSIGNMENT
(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned, Eric A. Bunn, a resident of San Jose, County of Santa Clara, State of California; Neschae Xavier Fernando, a resident of San Jose, County of Santa Clara, State of California; and Llavanya Fernando, resident of San Jose, County of Santa Clara, State of California, (hereinafter termed "Inventors") have invented certain new and useful improvements in VIRTUAL-PRODUCT PRESENTATION SYSTEM and have executed an application for a United States patent disclosing and identifying the invention and having Serial No. 09/615,363 and filing date of July 13, 2000; and

WHEREAS, @pos.com, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 3051 N. 1st Street, San Jose 95134, State of California, is desirous of acquiring the entire right, title and interest in and to the application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by the Inventors (all collectively hereinafter termed "the invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

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2. The Inventors hereby covenant and agree to cooperate with the Assignee to enable the Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the Assignee (a) for perfecting in the Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering the invention; (d) for filing and prosecuting applications for reissuance of any of the patents; (e) for interference or other priority

proceedings involving the invention; and (f) for legal proceedings involving the invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by the Inventors in providing such cooperation shall be paid for by the Assignee.

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

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) ss.

State of _____.)

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WITNESS my hand and official seal.

Signature _____

(Seal)

IN WITNESS WHEREOF, the Inventor has executed and delivered this instrument to the Assignee this ____ day of _____, 2000.

Eric A. Bunn

ASSIGNMENT
(NOT ACCOMPANYING APPLICATION)

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proceedings involving the invention; and (f) for legal proceedings involving the invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by the Inventors in providing such cooperation shall be paid for by the Assignee.

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) ss.

State of _____ .)

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WITNESS my hand and official seal.

Signature _____

(Seal)

IN WITNESS WHEREOF, the Inventor has executed and delivered this instrument to the Assignee this _____ day of _____, 2000.

Eric A. Bunn