



01-29-2001



101597613

RECORDATION FORM COVER SHEET
PATENTS ONLY

1-5-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID#
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other
- U.S. Government
(For Use ONLY by U.S. Government Agencies)
- ☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1) Visual Insights Canada, Inc.

12-17-2000

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

09105158

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Visual Insights, Inc.

Name (line 2)

Address (line 1) 215 Shuman Blvd.

Address (line 2) Suite 200

Address (line 3) Naperville

IL

60563

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011456 FRAME: 0570

Correspondent Name and Address

Area Code and Telephone Number **312-360-6521**

Name **James F. Donato**

Address (line 1) **Freeborn & Peters**

Address (line 2) **311 South Wacker Drive**

Address (line 3) **Suite 3000**

Address (line 4) **Chicago, IL 60603**

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

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)

09105158

09151772

Patent Number(s)

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

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **80.00**

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

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.

James F. Donato

Name of Person Signing

Signature

Date

1/5/2001

Assignment of Patents

This Assignment of Patents ("Assignment") is made as of this 17 day of December 2000, by Visual Insights Canada, Inc., a corporation organized under the laws of Ontario, Canada, with its principal place of business at Simcoe Place, Suite 2203, 200 Front Street West, Toronto, Ontario M5Z3K2 (hereinafter "Assignor").

WHEREAS, pursuant to that certain Sale/Purchase Agreement (the "SPA"), dated as of December 22, 1999, by and among Assignor, and Visual Insights, Inc., a corporation organized under the laws of the States of Delaware of the United States, with its principal place of business at 215 Shuman Blvd., Suite 200, Naperville, Illinois 60563 (hereinafter "Assignee"), Assignee purchased, among other things, certain patents and patent applications filed by and/or issued to Assignor in the United States Patent and Trademark Office and the Canadian Intellectual Property Office (collectively, the "Patents"), listed on **Schedule A** hereto;

WHEREAS, the Patents listed on the attached **Schedule A** were among the assets Assignor assigned to Assignee, which assignment was without a formal patent assignment document of a kind suitable for recording in the United States Patent and Trademark Office or in other patent offices; and

WHEREAS, Assignee now desires a patent assignment document suitable for recording in the United States Patent and Trademark Office and in other patent offices with respect to the Patents.

NOW THEREFORE, in consideration of the promises and covenants contained herein and the mutual promises, covenants, warranties and representations contained in the SPA, the parties hereby agree as follows:

1. Assignments.

The Assignor hereby confirms the aforesaid assignment in fact and does hereby assign, transfer and convey, *nunc pro tunc*, as of December 22, 1999, and/or as of the time prior to the present when such assignment was in fact consummated, to Assignee, and its successors and assigns, all the Assignor's rights, title, and interest in and to the Patents (including improvements thereof), and in and to any registrations and renewals that may be granted thereon, all applications that have been filed in connection therewith (including continuations, continuations-in-part, extensions or divisions thereof) and any and all inventions or improvements disclosed in such applications, and any letters patent of the United States and foreign countries, which may be obtained on any such applications, and in any reissue or extension of said Patents.

2. Letters of Patents

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WHEREAS, Assignee now desires a patent assignment document suitable for recording in the United States Patent and Trademark Office and in other patent offices with respect to the Patents.

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2. Letters of Patents

The Assignor hereby authorizes and requests the United States Patent and Trademark Office and the Canadian Intellectual Property Office to issue any letters patent in connection with any application for the Patents to, and in the name of, the Assignee.

3. Further Assurances.

The Assignor hereby agrees, upon the request, and at the expense of the Assignee, its successors, and assigns, to execute and deliver any and all divisional, continuation and renewal or substitute applications for the Patents or improvements thereof, and any application for reissue or extension or any request for the reexamination of any letters patent that may be granted upon said applications, and any necessary oath or supplemental oath or affidavit or declaration relating thereto, that the Assignee, its successors and assigns may deem necessary or expedient.

4. Miscellaneous.

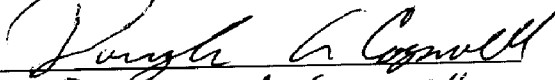
(a) This Assignment shall be governed by and construed in all respects in accordance with the laws of the State of Illinois without regard to its conflicts of law rules.

(b) Assignor and Assignee agree that this Assignment shall inure to the benefit of and be binding upon each of their respective agents, representatives, shareholders, officers, directors, employees, assigns, heirs, subsidiaries, parent companies, and predecessor or successor companies.

(c) This Assignment and the SPA constitute the entire agreement between the parties, and supersedes any and all prior agreements or understandings, written or oral, between them relating to the subject matter hereof. No other promises or agreements shall be binding upon the parties with respect to this subject matter unless contained in this Assignment or separately agreed to in writing and signed by an authorized representative of each of the parties.

Assignor:

VISUAL INSIGHTS CANADA, INC.

By: 
Name: Douglas A. Caswell
Its: President

SCHEDULE A**PATENTS****Canada**

Title	From/To	Registration No.	Registration Date
Navigation System and Method for Viewing a 3D Data Landscape	From: Pulley, Harry C., <i>et al.</i> To: Visible Decisions Inc.	05040583	June 17, 1999

Canada

Title	From/To	Application No.	Filing Date
Method and System for the Interactive Visualization and Examination of Data	From: Loop, Sandra L., <i>et al.</i> To: Visible Decisions Inc.	2,247,030	September 14, 1998

United States

Title	From/To	Application No.	Filing Date
Navigation System and Method for Viewing a 3D Data Landscape	From: Pulley, Harry C., <i>et al.</i> To: Visible Decisions Inc.	09/105,158	June 26, 1998
Method and System for the Interactive Visualization and Examination of Data	From: Loop, Sandra L., <i>et al.</i> To: Visible Decisions Inc.	09/151,772	September 11, 1998



01-05-2001
U.S. Patent & TMO/TM Mail Rpt Dt. #11



Freeborn & Peters

January 5, 2001

VIA EXPRESS MAIL

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

Re: Recordation of Patents and Trademark Assignments

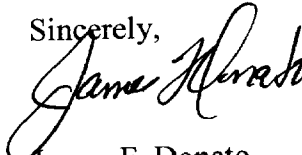
Dear Sir:

Enclosed please find Recordation Form Cover Sheets to record the following:

- 1) Assignment of two U.S. Patent Applications from Visual Insights Canada, Inc. to Visual Insights, Inc.
- 2) *Nunc Pro Tunc* Assignment of one U.S. trademark application and seven U.S. trademark registrations from Visual Insights Canada, Inc. to Visual Insights, Inc.

Please record these documents and return the Notice of Recordation to my attention. Our check in the amount of \$295.00 is enclosed for the required fees for both recordations. Thank you for your assistance.

Sincerely,


James F. Donato

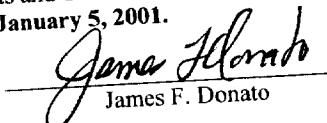
RECEIVED
JAN 11 2001
OPE/JCWS

cc: Andrew L. Goldstein, Esq.
Mr. Stephen G. Eick
Mr. Stephen J. Roe

JFD
Encl.

Certificate of Express Mail

I hereby certify that this correspondence is being deposited with the U.S. Postal Service by Express Mail No. EL 417733301 US in an envelope addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on January 5, 2001.


James F. Donato

RECORDED: 01/05/2001

PATENT
REEL: 011456 FRAME: 0576