

04-18-2001



101678188

NOTIFICATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

41501

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

1. Name of conveying party(ies):

Marshall & Ilsley Corporation

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: April 3, 2001

2. Name and address of receiving party(ies)

Name: Mortgagebot LLCInternal Address: 780 North Water StreetMilwaukee, WI 53202-3590Street Address: 780 North Water StreetCity: Milwaukee State: WI ZIP: 53202-3590Additional 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):

09/411,527, 09/537,831, 09/745,316

B. Patent No.(s)

D418,123Additional Numbers attached? ☐ Yes ☒ No

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

Name: Leslie S. Miller, Esq.Internal Address: Reinhart, Boerner, Van Deuren,Norris & Rieselbach, s.c.1000 North Water StreetMilwaukee, WI 53202Street Address: Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.1000 North Water StreetCity: Milwaukee State: WI ZIP: 532026. Total number of applications and patents involved: [4]

7. Total fee (37 CFR 3.41) \$160.00

☒ Enclosed☐ Authorized to be charged to deposit account☒ Any deficiencies in enclosed fee should be charged to Deposit Account.

8. Deposit account number:

18-0882

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

04/18/2001 TDI AZ1 00000007 09411527

01 FC:569. Statement and signature 160.00 DP

*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.*Leslie S. Miller

Name of Person Signing

Signature

April 4, 2001

Date

Total number of pages including cover sheet, attachments, and document: [9]Mail documents to be recorded with required cover sheet information to:
Assistant *Commissioner for Patents, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF PATENTS

FROM

MARSHALL & ILSLEY CORPORATION

TO

MORTGAGEBOT LLC

March 30, 2001

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (hereinafter referred to as the "Assignment") is made as of the 30th day of March, 2001 (hereinafter referred to as the "Effective Date"), by and between MARSHALL & ILSLEY CORPORATION, a Wisconsin Corporation having its principal place of business at 780 North Water Street, Milwaukee, WI 53202-3590 (hereinafter referred to as "ASSIGNOR") and MORTGAGEBOT LLC, a Wisconsin Limited Liability Company having its principal office at 780 North Water Street, Milwaukee, WI 53202-3590 (hereinafter referred to as "ASSIGNEE").

RECITALS

A. ASSIGNOR is the assignee of certain patents and patent applications (referred to as "the Patents").

B. Certain assets of ASSIGNOR are being transferred by ASSIGNOR to ASSIGNEE pursuant to other agreements being executed concurrently herewith, the transferred assets including the portion of ASSIGNOR's business with which the Patents are associated.

C. ASSIGNEE desires by execution of this Assignment to obtain an assignment of all of ASSIGNOR's rights, title, and interest in and to the Patents from ASSIGNOR, and ASSIGNOR desires by execution of this Assignment to grant an assignment of all of its rights, title, and interest in and to the Patents to ASSIGNEE.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, ASSIGNOR and ASSIGNEE mutually agree as follows:

1. Definition. As used herein, the following term shall have the meanings set forth below:

1.1 Assigned Patents. The term "Assigned Patents" shall mean those patents and patent applications listed in Appendix A attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue, or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-

convention application, or any other substitution, renewal, extension, addition, utility model, or other United States or foreign patent.

2. Assignment of the Assigned Patents. Subject to the terms, conditions, and limitations set forth herein, ASSIGNOR hereby assigns and transfers to ASSIGNEE, its successors, and assigns ASSIGNOR's entire rights, title, and interest in and to the Assigned Patents. The assignment of the Assigned Patents granted by ASSIGNOR to ASSIGNEE in this Agreement is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

3. Assignment of Accrued Enforcement Rights. ASSIGNOR hereby assigns and transfers to ASSIGNEE any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

4. Representations and Disclaimers.

4.1 Incorporation. Each party represents and warrants that it is a corporation or a limited liability company, as applicable, which is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration and has the full corporate power and authority to enter into this Assignment and perform its agreements and covenants to be performed hereunder.

4.2 Authority. Each party represents and warrants that the execution and delivery of this Assignment by it and the performance by it of its covenants and agreements hereunder have been duly authorized by all necessary corporate action and, when executed and delivered by it, this Assignment shall constitute the valid and legally binding agreement of it, enforceable against it in accordance with its terms.

4.3 Conflicts. Each party represents and warrants that neither the execution and delivery of this Assignment nor the consummation or performance by it of the transactions contemplated herein will violate any provision of its certificate of incorporation or by-laws or any law, rule, regulation, writ, judgment, injunction, decree, determination, award, or other order of any court, government or governmental agency or instrumentality, domestic or foreign, or conflict with or result in any breach of any of the terms of or the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or

encumbrance of any nature pursuant to the terms of, any contract or agreement to which it is a party or by which it, or any of its assets and properties, is bound.

4.5 Disclaimers. Nothing contained in this Assignment shall be construed as:

(a) A warranty or representation by ASSIGNOR as to the validity, scope, or enforceability of any patent(s) resulting from the Assigned Patents; or

(b) A warranty or representation by ASSIGNOR that anything made, used, sold, or otherwise disposed of under any right granted in this Assignment is or will be free from infringement of patents of third parties; or

(c) Granting by implication, estoppel, or otherwise, any licenses or rights under patents other than by ASSIGNOR under the Assigned Patents; or

(d) A representation, warranty, or extension of warranties of any kind, expressed or implied, or an assumption of responsibility by ASSIGNOR with respect to the use, sale, or other disposition by ASSIGNEE or its representatives, distributors, or users of products incorporating or made by use of the Assigned Patents.

5. General Provisions.

5.1 Merger and Integration. This Assignment represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

5.2 Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or

enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

5.3 No Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not affect the right of any party to require full performance thereafter; a waiver by any party of a breach of any provision of this Agreement shall not constitute a modification of this Agreement or prevent that party from again enforcing such term or condition in the future with respect to subsequent events.

5.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of assignor and assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

5.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.7 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

5.8 Force Majeure. The parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that party shall promptly notify the other party of such fact in writing.


5.9 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Wisconsin, USA.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

**MARSHALL & ILSLEY
CORPORATION**

MORTGAGEBOT LLC

By: 
Michael A. Hatfield

By: 
Scott T. Happ

Title: Vice President & Secretary

Title: President

Date: March 30, 2001

Date: 4/3/01

APPENDIX A

LIST OF THE ASSIGNED PATENTS

Issued Patents

	PATENT TITLE	COUNTRY	PAT. NO.	PAT. DATE
1.	Icon for a Display Screen	U.S.A.	D418,123	12/28/1999

Patent Applications

	PATENT TITLE	COUNTRY	APP. NO.	APP. DATE
1.	System and Apparatus for On-Line Mortgage Approval	U.S.A.	09/411,527	10/04/1999
2.	System and Apparatus for On-Line Mortgage Approval	U.S.A.	09/537,831	03/29/2000
3.	Intelligent Mortgage Shopping Agent, Software, and Method for Performing Real-Time Comparison of Online Mortgage Rates and Costs	U.S.A.	09/745,316	12/20/2000

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**FEE TRANSMITTAL
for FY 2001**

Patent fees are subject to annual revision.

TOTAL AMOUNT OF PAYMENT (\$) 160.00**Complete if Known**

Application Number

Filing Date

First Named Inventor

Examiner Name

Group / Art Unit

Attorney Docket No.

METHOD OF PAYMENT (check one)

- 1.
- ☒
- The Commissioner is hereby authorized to charge any fee deficiencies or credit any over payments to:

Deposit
Account
Number

18-0882

Deposit
Account
NameReinhart, Boerner, Van Deuren, Norris &
Rieselbach, s.c.

- ☒
- Charge Any Additional Fee Required
-
- Under 37 CFR 1.16 and 1.17

- ☐
- Applicant claims small entity status.
-
- See 37 CFR 1.27

- 2.
- ☐
- Payment Enclosed:

- ☐
- Check
- ☐
- Credit card
- ☐
- Money
-
- Order
- ☐
- Other

FEE CALCULATION

1. BASIC FILING FEE

Large Fee Code	Entity Fee (\$)	Small Fee Code	Entity Fee (\$)	Fee Description	Fee Paid
101	710	201	355	Utility filing fee	
106	320	206	160	Design filing fee	
107	490	207	245	Plant filing fee	
108	710	208	355	Reissue filing fee	
114	150	214	75	Provisional filing fee	

SUBTOTAL (1)

(\$0)

2. EXTRA CLAIM FEES

Total Claims	Extra Claims	Fee from below	Fee Paid
-20	0	0	0
Independent Claims	-3	0	0
Multiple Dependent			0

Large Fee Code	Entity Fee (\$)	Small Fee Code	Entity Fee (\$)	Fee Description
103	18	203	9	Claims in excess of 20
102	80	202	40	Independent claims in excess of 3
104	270	204	135	Multiple dependent claim, if not paid
109	80	209	40	** Reissue independent claims over original patent
110	18	210	9	** Reissue claims in excess of 20 and over original patent

SUBTOTAL (2)

(\$0)

FEE CALCULATION (continued)

Large Entity Fee Code	Large Entity Fee (\$)	Small Entity Fee Code	Small Entity Fee (\$)	Fee Description	Fee Paid
105	130	205	65	Surcharge - late filing fee or oath	
127	50	227	25	Surcharge - late provisional filing fee or cover sheet.	
139	130	139	130	Non-English specification	
147	2,520	147	2,520	For filing a request for reexamination	
112	920*	112	920*	Requesting publication of SIR prior to Examiner action	
113	1,840*	113	1,840*	Requesting publication of SIR after Examiner action	
115	110	215	55	Extension for reply within first month	
116	390	216	195	Extension for reply within second month	
117	890	217	445	Extension for reply within third month	
118	1,390	218	695	Extension for reply within fourth month	
128	1,890	228	945	Extension for reply within fifth month	
119	310	219	155	Notice of Appeal	
120	310	220	155	Filing a brief in support of an appeal	
121	270	221	135	Request for oral hearing	
138	1,510	138	1,510	Petition to institute a public use proceeding	
140	110	240	55	Petition to revive - unavoidable	
141	1,240	241	620	Petition to revive - unintentional	
142	1,240	242	620	Utility issue fee (or reissue)	
143	440	243	220	Design issue fee	
144	600	244	300	Plant issue fee	
122	130	122	130	Petitions to the Commissioner	
123	130	123	130	Petitions related to provisional applications	
126	180	126	180	Submission of Information Disclosure Stmt	
581	40	581	40	Recording each patent assignment per property (times number of properties)	160.00
146	710	246	355	Filing a submission after final rejection (37 CFR § 1.129(a))	
149	710	249	355	For each additional invention to be examined (37 CFR § 1.129(b))	
179	710	279	355	Request for Continued Examination (RCE)	
169	900	169	900	Request for expedited examination of a design application	

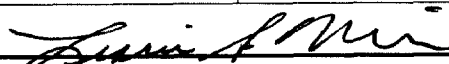
Other fee (specify)

*Reduced by Basic Filing Fee Paid

SUBTOTAL (3)

(\$160.00)

SUBMITTED BY**Complete (if applicable)**

Name (Print/Type)	Leslie S. Miller	Registration No. Attorney/Agent)	30,662	Telephone	414-298-8321
Signature				Date	4/4/01

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

PATENT
REEL: 011675 FRAME: 0894

Please type a plus sign (+) inside this box → ☒

PTO/SB/21 (08-00)

Approved for use through 10/31/2002. OMB 0651-0031

U.S. Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE


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TRANSMITTAL FORM (to be used for all correspondence after initial filing)	Application Number		
	Filing Date	4/3/01	
	First Named Inventor		
	Group Art Unit		
	Examiner Name		
Total Number of Pages in This Submission		Attorney Docket Number	

ENCLOSURES (check all that apply)


<input checked="" type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment / Response <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Response to Missing Parts/ Incomplete Application <input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53	<input checked="" type="checkbox"/> Assignment Papers (for an Application) <input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s)	<input type="checkbox"/> After Allowance Communication to Group <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input type="checkbox"/> Other Enclosure(s) (please identify below):
Remarks		

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm or Individual name	Leslie S. Miller, Esq. Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s.c.		
Signature			
Date	4/4/01		

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail No. EL732810777US in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on April 4, 2001:

Typed or printed name	Leslie S. Miller, Esq.		
Signature		Date	4/4/01

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

RECORDED: 04/05/2001

PATENT
REEL: 011675 FRAME: 0895