

4-6-01

FORM PTO-1619A
Expires 06/30/98
OMB 0651-0027

07-13-2001

U.S. Department of Commerce
Patent and Trademark Office
PATENT



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

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

Conveyance Type

- Assignment w/ Enclosures
 - License
 - Merger
 - Security Agreement
 - Change of Name
 - 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

Name (line 1) Agora Interactive, Inc. Execution Date Month Day Year 04062001

Name (line 2) a corporation of Kentucky

Second Party

Name (line 1) _____ Execution Date Month Day Year _____

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Prell, Andrew J.

Name (line 2) _____

Address (line 1) 7341 St. Andrews Church Road

Address (line 2) Apt. 6

Address (line 3) Louisville KY 40214
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) _____

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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 011740 FRAME: 0879

FORM PTO-1619B
Expires 03/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

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

Method of Payment:
Deposit Account

Enclosed Deposit Account

Credit Card Payment Form attached
(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.

Alexander P. Brackett
Name of Person Signing


Signature

04/06/2001
Date

**AGREEMENT 1 REGARDING OWNERSHIP RIGHTS IN INTELLECTUAL
PROPERTY, INCLUDING CERTAIN INVENTIONS AND PATENTS**

Whereas, Andrew J. Prell ("Prell"), of 7341 St. Andrews Church Road, Apt. 6, County of Jefferson, Louisville, Kentucky 40214, and Igor N. Livitz ("Livitz"), formerly of 3003 Tree Lane, D20, County of Jefferson, Louisville, Kentucky 40299 and now of 11706 Hancock Trace Court, County of Jefferson, Louisville, Kentucky 40245, invented certain improvements in a METHOD FOR MANAGING THE SIMULTANEOUS UTILIZATION OF DIVERSE REAL-TIME COLLABORATIVE SOFTWARE APPLICATIONS ("Invention") and filed U.S. provisional patent application number 60/196,021 therefor ("Provisional Application"), the Provisional Application having a filing date of April 7, 2000.

Whereas, by an "Assignment of Invention and of Letters Patent" ("Initial Assignment") executed on April 6, 2000 at Louisville, Kentucky by Prell and Livitz, Prell and Livitz assigned rights to AGORA INTERACTIVE, INC., of 629 Fourth Avenue, 4th Floor, Louisville, Kentucky, 40202, a Kentucky corporation (including its successors and assigns) ("Agora"), a copy of the three page Initial Assignment with two page Recordation Form Cover Sheet having been recorded in the United States Patent and Trademark Office ("USPTO") on April 7, 2000 at Reel 010714, frame 0951; a copy of the three page Initial Assignment with two page Recordation Form Cover Sheet and two page Notice of Recordation of Assignment Document being attached hereto and incorporated herein by reference.

Whereas, on December 19, 2000, Agora filed a bankruptcy petition in the United States Bankruptcy Court for the Western District of Kentucky, Louisville Division, Case No.

00-36208, which is a Chapter 11 proceeding assigned to Judge David T. Stosberg ("Bankruptcy Case").

Whereas, Agora, through Agora's Board of Directors as Debtor and Debtor in Possession in the Bankruptcy Case, and Prell on or before April 4, 2001 have reached a "Settlement Agreement" resolving certain disputes between Agora and Prell, a copy of an Officer's Certificate certifying that the Board of Directors duly adopted the Settlement Agreement is attached hereto and incorporated herein by reference.

Whereas, on April 6, 2001, an application for patent is being made with the USPTO under 35 U.S.C. § 111(a) for the Invention, claiming benefit of the Provisional Application, and on April 6, 2001, an international patent application under the Patent Cooperation Treaty ("PCT") for the Invention is being made with the USPTO as the PCT Receiving Office, this application designating all PCT contracting states except the United States, this application claiming benefit of the Provisional Application.

Whereas, Agora and Prell also refer to the Invention as related to the AGOS/ARKC software.

Now therefore, as previously agreed in the Settlement Agreement, Agora and Prell restate and agree, as follows:

a. Prell will use his best efforts to assist Agora in completing the technology patent for the AGOS/ARKC software in order that the patent claim shall be appropriately completed and filed in all appropriate offices on or before April 7, 2001.

b. Agora and Prell will take all steps necessary to complete the filing of the patent for the AGOS/ARKC software so that the filed patent, for purposes of this Agreement and the settlement it evidences, lists Agora as owner and Prell as temporary/conditional equal co-owner for a limited period of time; that period being the time from the filing of the patent until such time as the Bankruptcy Court has confirmed a Chapter 11 bankruptcy plan of reorganization that contains elements described in subparagraph c. below, with Agora as the plan proponent (an "Agora Proposed Plan") and the order of confirmation for such Agora Proposed Plan has become final and non-appealable. Simultaneous with entering into this Agreement, Prell will execute an unconditional assignment of his rights to all intellectual property, technology and other rights in connection with Agora's AGOS/ARKC software, including without limitation all intellectual property rights, patents, patent applications and patentable inventions ("Prell Assignment"), to be held in escrow by a third party acceptable to Agora and Prell, until confirmation by the Bankruptcy Court of an Agora Proposed Plan. An unsigned copy of the Prell Assignment is attached hereto and incorporated herein by reference. Agora and Prell agree that the original, executed Prell Assignment shall be retained in the Agora patent application files at the law firm of Greenebaum Doll & McDonald PLLC ("Greenebaum"), 101 S. Fifth Street, Louisville, KY 40202 and that, upon confirmation by the Bankruptcy Court of an Agora Proposed Plan, the Prell Assignment shall be recorded in the USPTO and with others, as necessary. As to the Prell Assignment, Agora and Prell agree and hereby appoint the patent attorneys at Greenebaum to enter patent application numbers, once that information becomes known.

c. As mentioned above in b. above, any and all rights of Prell in the Invention granted herein shall automatically terminate upon a Chapter 11 bankruptcy plan of reorganization with Agora as the plan proponent and the order of confirmation for such Agora Proposed Plan has become final and non-appealable, so long as that Agora Proposed Plan contains the following elements:

1. Upon Confirmation of an Agora Proposed Plan by the Bankruptcy Court:

(a) Prell will receive up to 25% of the authorized shares (that is, 500,000 shares in the aggregate) of a newly created Agora Series B Preferred stock upon, and conditioned upon the happening of, the certain events. The number of shares that Prell will receive, and the events upon which he would receive them after confirmation of an Agora Proposed Plan, are:

(i) Prell would receive 5% (that is, 100,000 shares) of the Agora Series B Preferred stock upon Agora's receipt of an aggregate of \$3,000,000 of revenue through Prell's efforts after the date of confirmation of the Agora Proposed Plan.

(ii) Prell would receive 5% (that is, 100,000 shares) of the Agora Series B Preferred stock upon completing the AGOS/ARKC patent - 2.5% (that is, 50,000 shares) on proper, complete and timely filing of the patent in all appropriate offices, and 2.5% (that is, 50,000 shares) on issuance by the United States Patent and Trademark Office.

(iii) Prell would receive 5% (that is, 100,000 shares) of the Agora Series B Preferred stock upon the successful sale of \$100,000 or more in value of Computer Associates, Inc., power units and Agora's receipt of those sale proceeds.

(iv) Prell would receive 5% (that is, 100,000 shares) of the Agora Series B Preferred stock upon completing the Power Control Unit and Keyboard Block patents - of which he would receive 2.5% (that is, 50,000 shares) on proper, complete and timely filing of those patents in all appropriate offices, and 2.5% (that is, 50,000 shares) on issuance by the United States Patent and Trademark Office of the appropriate patents.

(v) Prell would receive 5% (that is, 100,000 shares) upon Agora's successful completion of Chapter 11 reorganization, defined as Agora operating successfully for 6 months after the date of confirmation of an Agora Proposed Plan or December 31st 2001, which ever comes first, with Agora as a going concern, with employees, and not in Bankruptcy.

(b) Concurrent with each issuance of Agora Series B Preferred stock under and pursuant to 1.(a) above, Prell will relinquish and Agora will cancel a number of shares of Agora's common capital stock owned and/or held, directly or indirectly, by Prell which bears the same proportion to all of the Agora common stock then owned and/or held by Prell, directly or indirectly, as that particular issuance of Agora Series B Preferred stock bears to all of the Series B Preferred stock that Prell would be entitled to receive under and pursuant to 1.(a) above if all events that would entitle him to receive Agora Series B Preferred stock under that Section actually occurred.

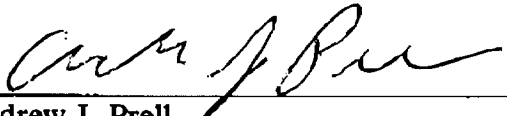
d. This Agreement is intended to confer rights and benefits only on Agora and Prell and Agora and Prell hereby acknowledge receipt of good and valuable consideration for these rights and benefits.

e. Agora, as current owner by the Initial Assignment of the entire right, title and interest in said Provisional Application and in said Invention, hereby assigns to Prell joint ownership rights as a temporary/conditional equal co-owner for a limited period of time as detailed above in b. above.

f. Prell and Agora agree that either shall cooperate to execute without additional consideration any additional documents to apply for or maintain patents or other legal protection for said Invention in any country of the world.

g. Prell and Agora agree and understand that this document with all enclosures is to be submitted to the USPTO for recordation.

Executed this the 6th day of April, 2001, at Louisville, Kentucky.




Andrew J. Prell

STATE OF KENTUCKY)
) ss:
COUNTY OF JEFFERSON)

Before me personally appeared Andrew J. Prell, and acknowledged the foregoing instrument to be his free act and deed this 6th day of April, 2001.

My Commission expires: January 9, 2004

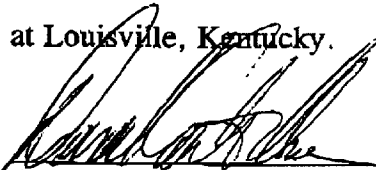


James C. Eaves, Jr., Notary Public

(Seal)

6/29

Executed this the 6th day of April, 2001, at Louisville, Kentucky.

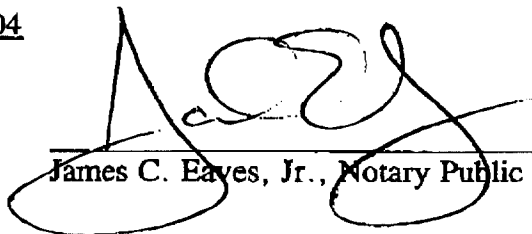


David Owen, Interim President and
Chief Executive Officer
Agora Interactive, Inc.

STATE OF KENTUCKY)
) ss:
COUNTY OF JEFFERSON)

Before me personally appeared David Owen as Interim President and Chief Executive Officer of Agora Interactive, Inc., and acknowledged the foregoing instrument to be his free act and deed this 6th day of April, 2001.

My Commission expires: January 9, 2004



James C. Eaves, Jr., Notary Public

(Seal)

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