

07-06-2001



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## PATENTS ONLY

Customer No. 23910

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

## 1. Name of conveying party:

James J. Nicholas, III

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

## 2. Name and address of receiving party:

Name: WebSprite Technology, Inc.Address: 2 Horatio Street, Suite 9CNew York, New York

## 3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 1.) June 18, 2001 2.) June 18, 2001

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

## 4. Application numbers or patent numbers:

## A. Patent Application No's.:

1.) 09/632,474 2.) 09/314,128

## B. Confirmation No.:

1.) Unknown 2.) 4731

Title: 1.) Cursor Movable Interactive Message

2.) Cursor Moveable Interactive Message

Filed Date: 1.) August 4, 2000 2.) May 19, 1999

## C. Patent No(s).:

Additional numbers attached? ☐ Yes ☒ No

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

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

Name: Mark E. Miller, Esq.Address: Fliesler, Dubb, Meyer & LovejoyFour Embarcadero Center, Fourth FloorSan Francisco, CA 94111Telephone: (415) 362-38006. Total Number of applications and patents involved: 2 X \$40.00 each7. Total fee (37 CFR 3.41).....\$ 80.00☒ 2 Checks Enclosed

8. Fee Authorization. Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325.

Copy. (A duplicate copy of this authorization is not enclosed.)

## 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.

Lori L. Behun, P-48,474

Date

6-26-01

10. Total number of pages to be recorded: 5 (1 page cover sheet and 4 page document).

## SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, **James J. Nicholas, III** a resident of Atherton, California (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

### **CURSOR MOVABLE INTERACTIVE MESSAGE**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention.

WHEREAS **WebSprite Technology, Inc.** (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at **2 Horatio Street, Suite 9C, New York, State of New York**, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other 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 said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

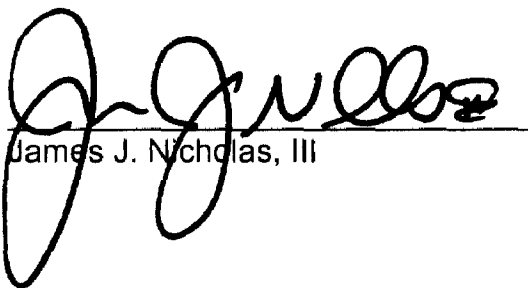
3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date as given below and delivered this instrument to said Assignee:

Said application having SC/Serial Number **09/632,474** and **filed on the fourth day of August, 2000.**

Date of Execution of Declaration for Patent Application: May 19, 1999.

  
James J. Nicholas, III

6/18/01  
Date

## **SOLE TO CORPORATE ASSIGNMENT**

WHEREAS, the undersigned, **James J. Nicholas, III** a resident of Atherton, California (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

### **CURSOR MOVABLE INTERACTIVE MESSAGE**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention.

WHEREAS **WebSprite Technology, Inc.** (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 2 Horatio Street, Suite 9C, New York, State of New York, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other 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 said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

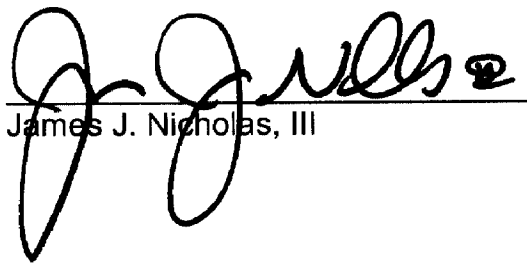
3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date as given below and delivered this instrument to said Assignee:

Said application having SC/Serial Number **09/314,128** and filed on the nineteenth day of May, 1999.

Date of Execution of Declaration for Patent Application: May 18, 1999.

  
James J. Nicholas, III

6/18/01  
(Date)