

09-11-2001



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U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No.: 7451.0031-00
Attorney Customer Number: 22,852

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To the Honorable Commissioner of Patents
Please record the attached original document

FIN. BOX ASSIGNMENTS

1. Name of conveying party(ies): PassEdge Acquisition Corporation	2. Name and address of receiving party(ies): Name: InterTrust Technologies Corp.
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9-6-01

Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Internal Address:
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3. Nature of conveyance:	Street Address: 4750 Patrick Henry
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<input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger	City: Santa Clara
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<input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name	State: CA	Zip Code: 95054
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<input type="checkbox"/> Other:	Additional name(s) & Address(es) attached?
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Execution Date: 08/30/01	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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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:

A. Patent Application Number(s): 09/544,795	B. Patent Number(s):
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: 1
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Name:	7. Total fee (37 CFR 3.41): \$40
	<input checked="" type="checkbox"/> Enclosed (Please charge deficiency to deposit account)
	<input type="checkbox"/> Authorized to be charged to deposit account

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.	
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Street Address: 1300 I Street, N.W.	
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City: Washington	
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State: D.C. Zip: 20005-3315	8. Deposit Account No.: 06-0916
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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.

09/10/2001 DBYRNE 00000220 09544795
01 FC:581 Linda J. Thayer, Reg. No. 005081

Linda J. Thayer
Signature

9/5/01
Date

Total number of pages including cover sheet, attachments and documents: 2

ASSIGNMENT

WHEREAS PASSEGE ACQUISITION CORPORATION, a California corporation (hereinafter referred to as Assignor), by virtue of an assignment from PASSEGE CORPORATION executed on December 7, 2000, has rights, title, and interest in an invention entitled:

NETWORK CONTENT MANAGEMENT

for which an application for United States Letters Patent was filed on April 7, 2000 (Application Serial No. 09/544,795);

WHEREAS, INTERTRUST TECHNOLOGIES CORPORATION, a California corporation whose post office address is 4750 Patrick Henry Drive, Santa Clara, CA 95054 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the Letters Patents and the application for United States Letters Patent on this invention;

NOW THEREFORE, be it known that for and in consideration of good and valuable consideration, the receipt of which from Assignee is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto the Assignee, its lawful successors and assigns, its entire right, title, and interest in and to this invention, and the issued Letters Patents and this application, and all divisions and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such issued Letters Patents or application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

THE ASSIGNOR DOES HEREBY covenant that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment;

THE ASSIGNOR DOES HEREBY further covenant and agree that it will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to it respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

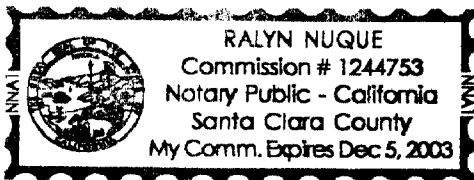
IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

County of <u>santa clara</u>)	By: <u>PassEdge Acquisition Corporation</u>
)	Name: <u>Edmund J. Fish</u>
)	Title: <u>President</u>
)	Signature: <u>[Handwritten Signature]</u>
State of <u>california</u>)	Date: _____
)	

Subscribed and sworn to before me this 30th day of AUGUST, 2001

Ralyn Nuque, Notary Public

ASSIGNMENT.doc



Finnegan, Henderson, Farabow, Garrett & Dunner, L.L.P.