Form **PTO-1595**

(Rev. 03/01) (modified)



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U.S. DEPARTMENT OF COMMERCE U.S. Patent And Trademark Office

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OMB No. 0651-0027 (exp 5/31/2002) To the Honorable Commissioner For Patents, Please record the attached original documents or copy thereof: 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Aechelon Technology, Inc. Ignacio Sanz-Pastor, David L. Morgan III and Name: Christopher E. Blumenthal Internal Address: Additional name(s) of conveying party(ies) attached? Yes Street Address: 650 Quarry Road 3. Nature of Conveyance: Assignment Assignment Merger San Carlos Change of Name City: Security Agreement CA 94070 State: Zip: Other: Additional name(s) & address(es) attached? Execution Date: 11/06/2001 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: 11/06/2001 10/007966 A. Patent Application No.(s): B. Patent No.(s): 2/13/2001 HMONAMB1 00000003 10007956 40.00 GF Additional numbers attached? No. 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: 1 concerning document should be mailed: Michael W. Farn, Esq. 7. Total fee (37 CFR 3.41): \$40.00 Name: Internal Address: Fenwick & West LLP Check Enclosed Fee Transmittal Enclosed Street Address: Two Palo Alto Square 94306 Charge the indicated fees to the below mentioned Palo Alto CA Zip Code: City: State: deposit account. 8. Deposit Account No.: DO NOT USE THIS SPACE 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. November 7, 2001 Michael W. Farn, Reg. No. 41,015 Name of Person Signing Date Total number of pages including cover sheet, attachments, documents: 4 Mail documents to be recorded with required cover sheet information to: Box Assignment, Commissioner For Patents and Trademarks, Washington, D.C. 20231 22503-05565 Case Docket No.:

22503/05565/DOCS/1221647.

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **Aechelon Technology**, **Inc.**, a California corporation, having a place of business at 650 Quarry Road, San Carlos, CA 94070 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

| 1. | | | worldwide | | | | | | | | |
|-----------|-----------|----------|-------------|---------|---------|--------|-----------|------|---------|---------|-------|
| improveme | ents ("SU | JBJECT | MATTER | ") that | are dis | sclose | ed in the | prov | isional | applica | ation |
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| | ic to be | filed he | rassith | | | | | | | | |

| is to be filed herewith | |
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| was filed on, | |
| now bearing U.S. application number | ; and |

- 2. The entire worldwide right, title, and interest in and to:
- (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all utility, divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

22503/05565/DOCS/1220763.1

| Re: Title: Filed: (if applicable) Serial No.: (if applicable) | Interactive adve Unassigned Unassigned | ertising with | n an automa | ted viewing | g reward system | | |
|---|---|--|--|-------------|---|-----------------|--|
| Name and Signature V. Ignacio Sanz-Pastor | | Date of S | | ,2001 | Date Declaration Executed by the Nov 6 | | |
| State of County of | }} | | | | | personally | |
| On [DATE] appeared Ignacio Sanz-Pasto be the person whose name is s the same in his her authorized upon behalf of which the perso | r, personally know subscribed to the capacity, and that | wn to me o within instr at by his he | [NOTA r proved to r rument, and r signature | acknowled | pasis of satisfact lged to me that l | ory evidence to | |
| Notary Seal | | Notary | | | | | |
| Name and Signature David L. Morgan III | . 1000 | Date of S | | ,2001 | Date Declarati Executed by the | his Person | |
| State ofCounty of | } S.S. | | | | | | |
| On[DATE] appeared David L. Morgan I to be the person whose name executed the same in his here the entity upon behalf of which | e is subscribed tauthorized capaci | to the with ty, and that | or proved t in instrume t by his her | nt, and ac | e basis of satisf knowledged to | me that he she | |

Notary Seal

Title of Document: ASSIGNMENT

Notary

PATENT

Title of Document: ASSIGNMENT Re: Title: Interactive advertising with an automated viewing reward system Filed: (if applicable) Unassigned Serial No.: (if applicable) Unassigned Date Declaration Name and Signature Date of Signature Executed by this Person Nov. 6 .2001 Christopher E. Blumenthal State of ___ County of _____ ____ before me, _ _ personally [DATE] [NOTARY PUBLIC] appeared Christopher E. Blumenthal, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he she executed the same in his her authorized capacity, and that by his her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. Notary Seal **Notary**

Case Docket #22503-05565

RECORDED: 11/08/2001

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