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**R SHEET** 

1-16-19-5 R SHEET				
To the Honorable Commissioner of Patents and Trademarks:	the attached original documents or copy thereof.			
1. Name of conveying party:	2. Name and Address of receiving party			
ZD Inc.	Name: Ziff Davis Publishing Holdings, Inc.			
Additional name(s) of conveying party(ies) attached? Yes X No	Address: 28 East 28th Street New York, New York 10016			
3. Nature of conveyance:	Individual(s) citizenship			
X Assignment Merger	Association General Partnership			
Security Agreement Change of Name	Limited Partnership			
Other -	a- *			
Effective Date: April 4, 2000	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)  Additional name(s) & address(es) attached? Yes X No			
4. Application number(s) or patent number(s):				
A. Patent Application No.(s)	B. Patent No.(s) 5,827,983			
Additional numbers attache	ed? Yes X No			
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Total number of applications and patents involved: 1			
John Lynn, Esq. Kirkland & Ellis	7. Total fee (37 CFR 3.41) \$ 40.00			
153 East 53rd Street, 39th Floor	Enclosed			
New York, NY 10022-4675	X Any deficiency is authorized to be charged to Deposit Account No. 111098			
	8. X Charge to Deposit Account No. 111098			
	(Attach duplicate copy of this page if paying by deposit account)			
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.				
JOHN LYWN	1/11/02			
Name of Person Signing Signature Date				
Total number of pages including cover sheet, attachments, and document: 6				
COMMISSIONED OF DATENTS AND TRADEMARKS				

**BOX ASSIGNMENT** 

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WASHINGTON D.C. 20231

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**PATENT REEL: 012454 FRAME: 0770**  **PATENT ASSIGNMENT** 

THIS PATENT ASSIGNMENT, ("Assignment") is made and entered into as of this

day of Maxx 2000, ("Effective Date"), by and between ZD Inc., a Delaware corporation, with

its principal place of business at 28 East 28th Street, New York, New York, 10016 ("Assignor"), and

Ziff Davis Publishing Holdings Inc., a Delaware corporation, with its principal place of business at

28 East 28th Street, New York, New York, 10016 ("Assignee").

WHEREAS, Assignor, Assignee's parent Ziff Davis Media Inc. (f/k/a WS-ZD

Acquisition, Inc.) ("Parent") and ZD Holdings (Europe) Ltd. have entered into that certain Purchase

Agreement dated as of December 6, 1999 (the "Purchase Agreement"), pursuant to which Assignor

has agreed, inter alia, to assign to Assignee certain assets of Assignor's business, including, without

limitation that United States patent identified and set forth on Schedule A attached hereto (the

"Patent"); and

WHEREAS, execution of this Assignment is a condition to the consummation of the

transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys

and sets over to Assignee Assignor's entire right, title and interest in and to the Patent including any

continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign

equivalents thereof, and including the subject matter of all claims which may be obtained therefrom.

for its own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or

other legal representatives, as fully and entirely as the same would have been held and enjoyed by

Assignor if this Assignment and sale had not been made; together with all income, royalties,

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PATENT REEL: 012454 FRAME: 0771 damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patent.

Assignor agrees to execute in a form reasonably acceptable to Assignor and deliver at the reasonable request of Assignee, its successors, assigns or other legal representatives, all papers and instruments prepared by Assignee at Assignee's expense, and to perform at Assignee's expense any other reasonable acts Assignee may require as necessary to vest all Assignor's rights, title and interest in and to the Patent to Assignee, its successors, assigns or other legal representatives.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \*

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representatives.

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this  $\underline{\mathcal{H}^{\prime\prime}}$  day of April 2000.

ZD INC.

By: M NUS

Name: / ) MALCOCH MORRIS

Title: SENIOR VICE PRESIDENT

ZIFF DAVIS PUBLISHING HOLDINGS INC.

By: homen

Name: THOMAS MCGRADE

Title: COO AND SENIOR EXECUTIVE VICE PRESIDENT

STATE OF NEW YORK	)			
	) ss:			
COUNTY OF NOW YOUL	)			
On this day of, personally known to me, voluntary act and deed on be	who acknowled	ged that he signed the fore lauthority of20	going Assignmen	
		Eugen	Hom	
		Notary P		<del></del>
STATE OF NEW YORK	) ) ss: )	NOTARY PUBLIC No. 41- Qualified in C Certificats filed in	NE HOM  I, State of New York  4929038  Quecns County  I New York County  res April 25, 19  June 25, 206	ù .
, personally known to m	e, who acknowle	there appeared before me	egoing Assignmer	nt as his
voluntary act and deed on be	half and with ful	l authority of 274 Vava	Publishing Moldi	ns luc.
		Eugene	Hom	
		Notary P		<del></del>
			SENE HOM LIC, State of New York	

NOTARY PUBLIC, State of New York No. 41-4920038
Ottelified in Queens County
Certificate filed in New York County
Commission Expires April 25, 19

June 25, 2000

## **SCHEDULE A**

## Patents

PATENT	REG. NO.	APPL. DATE	REG. DATE
LAPTOP KEYBOARD TESTING DEVICE	5,827,983	10/25/1996	10/27/1998

**RECORDED: 01/16/2002** 

PATENT REEL: 012454 FRAME: 0775