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01-24-2002



OVER SHEET



BOX ISSUE FEE 101961324
COMMISSIONER OF PATENTS
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Please record the attached original documents or copies in the order.

1. Name of conveying party(ies): **TEN SQUARE** 1-16-02

2. Name and address of receiving party(ies):
**FORECOURT COMMUNICATIONS GROUP
P.O. BOX 28870
SAN JOSE, CALIFORNIA 95159-8870**

3. Nature of conveyance:
XXXXX Assignment _____ Merger
_____ Security Agreement _____ Change of Name
_____ Other: _____
Execution Date: **NOVEMBER 2, 2001**

4. Application number(s) or application date(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Application No. B. Application Date
09/453,188 **DECEMBER 2, 1999**

5. Name and address of party to whom correspondence concerning this document should be mailed:
Paul D. Greeley, Esq.
Ohlandt, Greeley, Ruggiero & Perle, L.L.P.
One Landmark Square, 10th Floor
Stamford, Connecticut 06901-2682 U.S.A.

6. Total No. of applications and patents involved: 1.

7. Total Fee (37 C.F.R. 3.41(h)) \$40.00/assignment.
XXXXX Enclosed
_____ Authorized to be charged to deposit account.

The Commissioner is hereby authorized to charge any additional fees under 37 C.F.R. 3.41 that may be required with this communication or credit any overpayment, to Deposit Account No. 01-0467. A duplicate copy of this Form is enclosed.

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.
01/23/2002 101821 00000257 09453188
01 FC:581 40.00 DP
John F. Ohlandt
Name of Person Signing
Total number of pages including cover sheet, attachments and document: 5

Signature Date 12/14/01

PATENT
REEL: 012487 FRAME: 0123

ASSIGNMENT OF PATENT

WHEREAS, Sherwood Partners, Inc., a California corporation having a principal place of business at 1849 Sawtelle Blvd., Suite 543, Los Angeles, California 90025-7011 (hereinafter "Assignor"), is the assignee for the creditors of Ten Square, a California corporation, having a principal place of business at 40 South Market Street, Suite 700, San Jose, California 95113-2374 ("Ten Square"). Assignor and Forecourt Communications Group, a California corporation with principal offices at Post Office Box 28870, San Jose, California 95159-8870 (hereinafter "Assignee") are parties to that certain Asset Purchase Agreement dated as of October __, 2001, pursuant to which Assignor sold, conveyed, transferred, assigned and delivered to Assignee all of Assignor's right, title and interest in and to certain intellectual property and all patent, copyright, trademark and other intellectual property rights therein together with the business related thereto.

NOW THEREFORE, For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer and agrees to sell, assign and transfer unto Assignee or its designees, all of Assignor's right, title and interest in and to the following Patent Application, any patents that issue thereon and any reissues and continuations thereof:

United States Patent Application For:	Method and Apparatus for using prior Activities to Improve the Probability of Completing Customer Transactions in a Retail Environment.
Filing/Serial Number:	867.0002USU; 867.0002WOU; 867.0002TWU
Date of Filing:	

and in all counterparts of the foregoing patents and patent applications filed or issued in foreign countries, as to which Assignor agrees to execute on a country-by-country basis specific Assignments as requested by Assignee or any such designee.

Assignor covenants that it is the sole owner and assignee and holder of record title to the above-identified United States Patent Application and any patents that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

Assignor further sells, assigns, transfers and conveys unto Assignee the entire right, title and interest in and to any and all causes of action and rights or recovery for past infringement of the Patent herein assigned.

Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request and at the expense of the Assignee, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, obtaining continuations thereof, or reissuing said United States Patent and foreign counterparts and for maintaining and perfecting the Assignee's right to said Patent, particularly in cases of interference and litigation.

Assignor also hereby authorizes the Commissioner of Patents to issue any and all Patents which may be granted upon any of the patent applications herein referenced to Assignee, as the assignee to the entire interest therein.

Nov. 7. 2001 4:49PM

WILSON SONSINI

No.6595 P.7

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SULMEYER KOPETZ ETAL

11/02/01 15:43 P.011/032

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SULMEYER KOPETZ ETAL

11/02/01 12:08 P.011/032

IN WITNESS WHEREOF, this Assignment of Patent is executed at _____
California, this ____ day of October 2001.

SHERWOOD PARTNERS, INC.

As Assignee for the Benefit of the Creditors
of Ten Square, a California corporation

By: _____

Title: CEO

ATTEST:

By: _____

Title: _____

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SULMEYER KUPETZ ETAL

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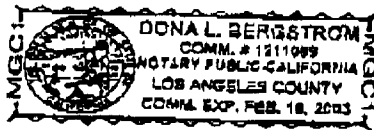
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State of California)
) ss.
County of Los Angeles)

On this 2nd day of ~~October~~ ^{November} 2001, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Richard who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.



Donald Bergstrom
Signature