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FORM PTO-1595
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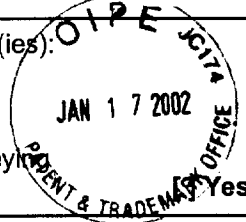
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101970814

To the Honorable Commissioner of Patents and

Documents or copy thereof.

1-17-02



1. Name of conveying party(ies):

Craig A. Kaplan

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and address of receiving party(ies):

IQ COMPANY
1840 - 41st Avenue #102-171
Capitola, California 95010

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name

Execution Date: **November 21, 2001**

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:

A. Patent Application No.(s)

09/957,656 Filed 09/20/01

B. Patent No.(s)

Additional numbers attached? Yes No

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

R. Michael Ananian
FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP
4 Embarcadero Center #3400
San Francisco, CA 94111

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41):.....\$40.00

Enclosed
 Authorized to be charged to deposit account (Order No.)

8. Deposit account number: **06-1300**

Please debit any underpayment or credit any overpayment to the above deposit account.
Our Order No. A-70135/RMA

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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 or the original document.

R. Michael Ananian
Name of Person Signing

December 10, 2001
Signature Date
Total number of pages including cover sheet, attachments and document: [3]

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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Washington, DC 20231**

File No. A-70914/RMA

Rev. 8/93
1037192

01/20/2002 PTO/DC: 0000092 09957656

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**PATENT
REEL: 012491 FRAME: 0241**

ASSIGNMENT

WHEREAS, CRAIG A. KAPLAN, of Capitola, California has invented certain new and useful improvements in **METHOD AND SYSTEM FOR ASYNCHRONOUS ONLINE DISTRIBUTED PROBLEM SOLVING INCLUDING PROBLEMS IN EDUCATION, BUSINESS, FINANCE AND TECHNOLOGY**, and has executed an application for a United States patent disclosing and identifying the invention filed September 20, 2001 bearing Serial No. 09/957,656; and

WHEREAS, I.Q. COMPANY, a California corporation, having a place of business at 1840 41st Avenue, #102-171, Capitola, California 95010, hereinafter termed "Assignee"), is desirous of acquiring 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, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of 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 for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign 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; and (d) in and to each and every reissue or extensions of any 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 foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) 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, 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, his heirs, legal representatives and assigns.

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

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the dates set forth below:

11/21/01
Date

Craig A. Kaplan
CRAIG A. KAPLAN

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