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101984330

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mark E. Pennell
L. Scott Primak
Charles Gilbert

2-1-02

Additional name of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: The Gator Corporation

Internal Address: _____

Street Address: 2000 Bridge Parkway, Suite 100

City: Redwood City State: CA Zip: 94065

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date(s): Dec. 17 and 30, 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)
09/993,888

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: DEGUZMAN OKAMOTO & BENEDICTO, LLP

Internal Address: _____

Street Address: P. O. Box 51900

City: Palo Alto State: CA Zip: 94303

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

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Patrick D. Benedicto, Reg. No. 40,909
Name of Person Signing

Patrick Benedicto
Signature

January 16, 2002
Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

02/14/2002 LMBELLER 00000129 03993888

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred herein as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **The Gator Corporation**, a Delaware corporation, having a place of business at **2000 Bridge Parkway, Suite 100, Redwood City, CA., 94065**, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **METHOD AND APPARATUS FOR DEFEATING A MECHANISM THAT BLOCKS WINDOWS** ("APPLICATION"), which:

is to be filed herewith

was filed on November 27, 2001,

now bearing U.S. serial number 09/993,888; 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 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 assignments, oaths, powers of attorney, applications, and other papers (and/or documents) 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(s) 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.

Title of Document: ASSIGNMENT

Re:
 Title: METHOD AND APPARATUS FOR DEFEATING A MECHANISM THAT
 BLOCKS WINDOWS
 Filed: (if applicable) November 27, 2001
 Atty. Docket No. 10005.000110
 Serial No.: 09/993,888

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
<u>Mark E. Pennell</u> Mark E. Pennell	<u>12-30</u> , 2001	<u>12-30</u> , 2001

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
<u>L. Scott Primak</u> L. Scott Primak	_____, 2001	_____, 2001

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
<u>Charles Gilbert</u> Charles Gilbert	_____, 2001	_____, 2001

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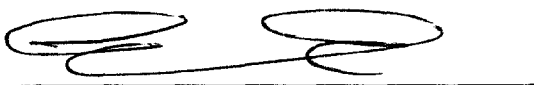
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 Serial No.: 09/993,888

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
_____	_____, 2001	_____, 2001
Mark E. Pennell		

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
	<u>12/17, 2001</u>	<u>12/17, 2001</u>
L. Scott Primak		

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
	<u>12/17, 2001</u>	<u>12/17, 2001</u>
Charles Gilbert		