

02-28-2002

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



101997049

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

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

## 1. Name of conveying party(ies):

Jeff Fluhr, Matthew Levenson, Jeff Lawson, and Shawn Kernes

2-12-02

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: November 15, 2001

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

Name: LiquidSeats, INC.

Internal Address: \_\_\_\_\_

2398 Jerrold Avenue, Suite 200

Street Address: \_\_\_\_\_

City: San Francisco State: CA Zip: 94124Additional name(s) & address(es) attached? ☐ 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: \_\_\_\_\_

A. Patent Application No.(s)

09/967,171

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: David L. Alberti

Internal Address: \_\_\_\_\_

Gray Cary Ware & Freidenrich LLP

Street

address: 1755 Embarcadero RoadCity: Palo Alto State: CA Zip: 94303-33406. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) #497947 \$ 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)

## 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.

David L. Alberti

Name of Person Signing

43,465

Reg. No.

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 10

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

02/27/2002 6TOM11 00000169 09967171

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40.00 DP

Gray Cary\EM\7099064.1  
2500004.991130

PATENT  
REEL: 012609 FRAME: 0128

## ASSIGNMENT

WHEREAS, Jeff Fluhr, Matthew Levenson, Jeff Lawson, and Shawn Kernes made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled **SYSTEM AND METHOD FOR PROVIDING LOGISTICS FOR A SALE OF GOODS**

\_\_\_\_\_ issued as U.S Patent No. \_\_\_\_\_  
X filed as U. S. Serial No. 09/967,171 on  
\_\_\_\_\_ filed herewith

WHEREAS, LiquidSeats, INC., whose address is 2398 Jerrold Avenue, Suite 200, San Francisco, California 94124, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, effective as of the date this document is executed, hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely

as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

IN WITNESS WHEREOF

Date 11/15/01, 2001

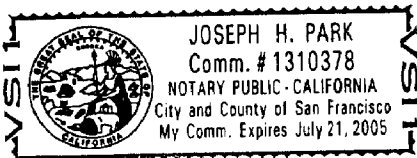
Jeff Fluhr  
JEFF FLUHR

**ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA)  
County of SAN FRANCISCO) SS.

On 11-15-2001 before me, JOSEPH H. PARK personally appeared JEFF FLUHR, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Notary Seal]

Joseph H. Park  
Notary's Signature

IN WITNESS WHEREOF

Date Oct 11, 2001

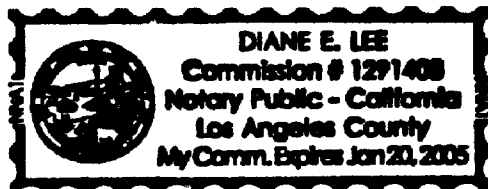
Matthew Levenson  
MATTHEW LEVENSON

ALL-PURPOSE ACKNOWLEDGMENT

State of California)  
County of Los Angeles) SS.

On Oct 11, 2001 before me, Diane E. Lee personally appeared Matthew Levenson, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

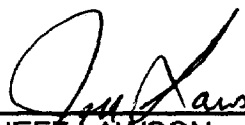


Diane E. Lee  
Notary's Signature

[Notary Seal]

IN WITNESS WHEREOF

Date Oct 11, 2001

  
JEFF LAWSON

ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
County of Los Angeles ) SS.

On Oct 11, 2001 before me, Diane E. Lee personally appeared Jeff Lawson, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



  
Notary's Signature

[Notary Seal]

IN WITNESS WHEREOF

Date 11/15/01, 2001

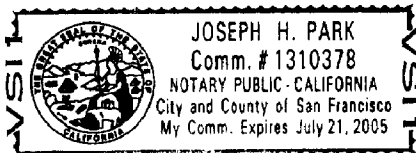
Shawn Kernes  
SHAWN KERNES

**ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA  
County of SAN FRANCISCO )SS.

On 11-15-2001 before me, JOSEPH H. PARK personally appeared  
SHAWN KERNES, personally known to me or proved to  
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Joseph H. Park  
Notary's Signature

[Notary Seal]