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To the Assistant Commissioner of Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Vijay VAIDYANATHAN  
Christopher A. KITZE

3-5-02

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

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

Name: Yaga, Inc.  
Street Address: 650 Tower Lane, Suite 900  
City: Foster City State: CA ZIP: 94404

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

3. Nature of conveyance:

Assignment

Execution Date(s): February 12, 2002  
February 12, 2002

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)  
10/032,751, filed December 27, 2001

B. Patent No.(s)

Additional numbers attached?  Yes  No

Additional numbers attached?  Yes  No

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

Name: Stephen G. Sullivan  
Internal  
Address: Sawyer Law Group LLP  
Street  
Address: P.O. Box 51418  
Palo Alto, California 94303

6. Total Number of applications and patents involved: One

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account No.: 02-2120 (Sawyer Law Group LLP)  
(Attach copy of this page)

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.

Date 2/15/02

Stephen G. Sullivan

Total number of pages including cover sheet, attachments, and documents: 2

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**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, I/We, the undersigned, **Vijay VAIDYANATHAN and Christopher A. KITZE**; do hereby sell, assign, and transfer unto **Yaga, Inc.**, a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 650 Tower Lane, Suite 900, Foster City, California 94404 ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent,

[ ] which has been executed by the undersigned concurrently herewith,

[X] which was filed on December 27, 2001, and assigned Serial No. 10/032,751,

and is entitled:

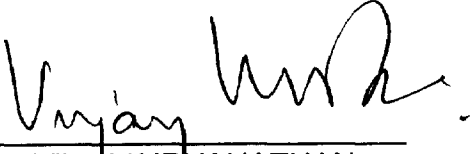
**DIGITAL FILE MARKETPLACE**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signed:

Name:   
Vijay VAIDYANATHAN

Date: 2/12/02

Name:   
Christopher A. KITZE

Date: 2/12/02