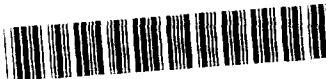


04-18-2002

APR

Form PTO-1595
(Rev. 03/01)

RE

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

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌

102059444

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

1. Name of conveying party(ies):

EMT Holding Corporation

4-5-02

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other Assignment of all right,

title and interest subject to certain
third-party rights

Execution Date: 5/17/01

2. Name and address of receiving party(ies)

Name: Emtera Corporation

Internal Address:

Street Address: 2300 Clarendon Boulevard

Suite 301

City: Arlington State: VA Zip: 22201

Additional 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) 5,953,055

6,061,088 09/020,113 09/313,750

6,141,433 09/019,989 60/234,581

09/020,323 09/019,595

Additional numbers attached? ☐ Yes ☒ No

B. Patent No.(s)

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

Name: Valerie Brennan

Internal Address: Hogan & Hartson, LLP

Street Address: 8300 Greensboro Drive

Suite 1100

City: McLean State: VA Zip: 22102

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ 360.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

08-2550

(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.

Valerie Brennan

Name of Person Signing

Valerie Brennan

Signature

4/5/02

Date

Total number of pages including cover sheet, attachments, and documents: 4

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

04/17/2002 6TOM11 00000311 082550 5953055

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PATENT
REEL: 012785 FRAME: 0546

TECHNOLOGY ASSIGNMENT

THIS TECHNOLOGY ASSIGNMENT (the "Agreement") is made effective this 17th day of May, 2001, by and between EMT Holding Corporation, a Delaware corporation ("EMT"), and Emtera Corporation, a Delaware corporation ("Emtera").

WHEREAS, under that certain Technology Assignment Agreement made effective May 17, 2001, by and between EMT and Progeny Venture Fund I, L.L.C. ("Progeny"), EMT acquired all right, title, and interest in and to certain patents and patent applications (including divisions, continuations, continuations-in-part, and reissues thereof) and certain other intellectual property (including computer software, associated documentation, technical manuals, compilation procedures, system flow charts, programmers' notes, program flow charts, and file layouts therefor) as set forth in Exhibit A attached hereto (all of the foregoing referred to collectively herein as the "Intellectual Property"), subject only to a license of certain patent rights to NCR Corporation ("NCR") and licenses of certain rights to other third parties (all of the foregoing licensed rights referred to collectively herein as "Reserved Rights") as described in that certain Technology Asset Transfer Agreement made effective as of May 17, 2001, by and between Progeny and NCR;

WHEREAS, EMT now desires to transfer to Emtera, and Emtera now desires to accept transfer of, all of EMT's right, title, and interest in and to the Intellectual Property set forth in Exhibit A pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT

Subject only to the Reserved Rights, EMT hereby irrevocably sells, transfers, and assigns to Emtera all of EMT's right, title, and interest in and to the Intellectual Property set forth on Exhibit A, including without limitation, all domain names, patent rights, copyrights, trade secret rights, trademark rights, know-how, plans, designs, formulas, specifications (including but not limited to product specifications), inventions, discoveries, improvements, and all contract and other proprietary rights therein or related thereto, together with all causes of action, rights, remedies and claims for damages and benefits arising from past, present or future infringement of the Intellectual Property. EMT acknowledges and agrees that it shall retain no rights in or to the Intellectual Property.

2. MORAL RIGHTS ASSIGNMENT AND WAIVER

The term "moral rights" refers to all rights of paternity or integrity relating to the Intellectual Property including without limitation all rights to claim authorship of the Intellectual Property or to object to any distortion, mutilation, or other modification of, or other derogatory action in relation to, the Intellectual Property whether or not such action would be prejudicial to EMT's honor or reputation, and any similar right existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether such right is denominated or generally referred to as a "moral right." EMT hereby irrevocably transfers and assigns to Emtera any and all moral rights that EMT may have in the Intellectual Property. EMT also hereby waives, and agrees never to assert, any and all moral rights that it may have in the Intellectual Property.

3. FURTHER ASSURANCES

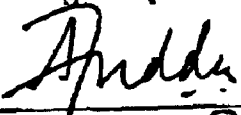
EMT agrees to perform, at Emtera's expense, any and all such further acts that Emtera reasonably believes necessary or desirable to transfer, perfect, and defend Emtera's ownership of the Intellectual Property, including without limitation executing assignments of patents, copyrights, trade secrets, trademarks, and any applications for registration or registrations thereof.

4. GENERAL PROVISIONS

This Agreement, including the exhibit attached hereto, constitutes the complete and exclusive agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. If any term or provision of this Agreement is found or held to be invalid or unenforceable in any jurisdiction, such term or provision will be deemed eliminated and the remainder of this Agreement will remain valid and enforceable. This Agreement shall be binding upon the parties, their successors and/or assigns. This Agreement shall be governed by the substantive laws of the Commonwealth of Virginia without regard to conflict-of-laws provisions, and any dispute arising under or relating to this Agreement will be resolved in the federal or states courts located in the Commonwealth of Virginia, to which jurisdiction and venue each party agrees. No amendments or modifications will be effective unless in a writing signed by each party's authorized representative. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.

Accepted and agreed to by duly authorized representatives of the parties on the date(s) set forth below.

EMT Holding Corporation

By: 
Title: PRESIDENT & CEO
Date: 5/17/01

Emtera Corporation


By: 
Title: PRESIDENT & CEO
Date: 5/17/01

Exhibit A – Intellectual Property

Transferred Patents and Patent Applications

U.S. Patent/Application Number
5,953,055
6,061,088
6,141,433
09/020,323
09/020,113
09/019,989
09/019,595
09/313,750
60/234,581

Other Intellectual Property

The Customer Activity Analysis Software, including, without limitation, the following components:

- CAA Tracking System
- CAA Track Analysis System
- CAA Infrastructure System
- CAA Database Model
- CAA Database Management System
- ActivityPath Corporate Web Site design, software and data
- ActivityPath Client Web Site design, software, and data

Such software includes, without limitation, the following: (i) source code and object code, (ii) all existing technical manuals and other documentation, (iii) existing maintenance tools (such as, test programs and program specifications), (iv) existing menu and support programs and subroutine libraries in source and object code form, (v) existing compilation procedures in human and machine readable form, existing execution procedures in human and machine readable form, (vi) existing system flow charts, programmers' notes, program flow charts, file layouts, report layouts, and screen layouts, and (vii) tools and utilities for the installation, support, and maintenance of such software.