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SHEET

U.S. DEPARTMENT OF COMMERCE

U.S. Patent And Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Development Specialists, Inc.

6-10-02

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

Yes

No

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other: Bill of Sale

Execution Date: February 15, 2002

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

Name: DFS Linkages, Inc.

Internal Address:

Street Address: 1755 S. Naperville Road

City: Wheaton

State: IL Zip: 60187

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):

B. Patent No.(s): 6,381,696

Additional numbers attached?  Yes  No

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

Name: Martin S. C. Loui, Esq.

Internal Address: Fenwick & West LLP

Street Address: Two Palo Alto Square

City: Palo Alto State: CA Zip Code: 94306

6. Total number of applications and patents involved: 1

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

Check Enclosed

Fee Transmittal Enclosed

Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.: 19-2555

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.

Martin S. C. Loui, Reg. No. 43,411

37 CFR 1.34 Representation

Name of Person Signing

*Martin S. Loui*

Signature

MAY 30, 2002  
Date

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

Mail documents to be recorded with required cover sheet information to: Box Assignment, Commissioner For Patents and Trademarks, Washington, D.C. 20231

Case Docket No.: 23249-06891

06/13/2002 6TOM11 00000148 6381696

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23249/06891/DOCS/1272547.

PATENT  
REEL: 012973 FRAME: 0145

## BILL OF SALE

**THIS BILL OF SALE**, dated February, 15, 2002, is given to DFS Linkages, Inc., a Michigan corporation (the "Purchaser") by John C. Wheeler, solely in his capacity as Trustee-Assignee of ProofSpace, Inc., a Delaware Corporation (the "Seller").

In consideration of the payment made by the Purchaser to Seller in the amount of \$72,500.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells and assigns all of Seller's right, title, and interest in, to and under the assets listed on Exhibit "A" attached hereto, including, without limitation, the copyrights therein and all goodwill associated therewith, to Purchaser.

**PURCHASER OR ITS DESIGNEE IS ACQUIRING THE ASSETS "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS (INCLUDING DEFECTS OF TITLE) AND SUBJECT TO ANY AND ALL LIENS, CLAIM, CHARGES, ENCUMBRANCES, SECURITY INTERESTS, RESTRICTIONS, AND OTHER INTERESTS. PURCHASER OR ITS DESIGNEE ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND DOES NOT MAKE, AND SELLER SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE ASSETS. PURCHASER OR ITS DESIGNEE ACKNOWLEDGES THAT PURCHASER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE ASSETS, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE ASSETS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ANY OTHER PARTY. PURCHASER OR ITS DESIGNEE FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY SELLER CONCERNING THE ASSETS AND THAT SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT PURCHASER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. PURCHASER OR ITS DESIGNEE ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS**

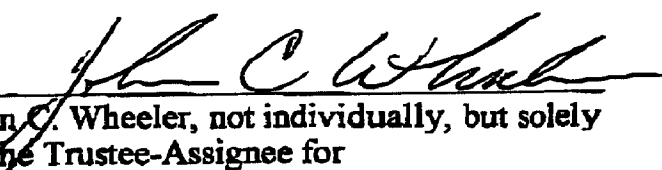
PARAGRAPH ARE AN INTERGRAL PORTION OF THE BILL OF SALE AND ASSIGNMENT AND THAT SELLER WOULD NOT AGREE TO SELL THE ASSETS TO PURCHASER FOR THE PURCHASE PRICE CONSIDERATION WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH.

Seller agrees that, from time to time after the delivery hereof, it will, upon the reasonable request of Purchaser, and at Purchaser's sole expense, take all such reasonable actions and execute and deliver all such documents, instruments and conveyances which may be reasonably necessary, desirable or appropriate to carry out the provisions of this Bill of Sale and Assignment.

IN WITNESS WHEREOF, this Bill of Sale has been executed and delivered on the date first above written.

SELLER

By:

  
John C. Wheeler, not individually, but solely  
as the Trustee-Assignee for  
ProofSpace, Inc.

**PROOFSPACE, INC.**  
**Assets Sold**

- 1 All Patents**  
**Method and System for Transient Key Digital Time Stamp**
- 2 All Patents Applied For**  
**System & Method for Graphical Indicia for the Certification of Records**  
**System & Method for Widely Witnessed Proof of Time**  
**Compact Digital Time Stamp System**  
**Method and System for Data Integrity Certification**
- 3 All owned or licensed software**  
**Whatever they Maybe**
- 4 All Source Codes developed/owned by ProofSpace**
- 5 All Object Codes developed/owned by ProofSpace**
- 6 All Trademarks and Copyrights**  
**ProofSpace**  
**ProofMark**  
**All other trademarks, service marks, copyrights, etc. that may exist.**
- 7 All Equipment**  
**As listed on attached spreadsheet**
- 8 All assets of ProofSpace in storage locker**
- 9 All assets of ProofSpace wherever they may exist except for any funds the Assignee maintains for the administration of the Assignment.**
- 10 All Trade Secrets**
- 11 All goodwill associated with all of the assets listed in paragraphs 1-10 above.**

**PROOFSPACE EQUIPMENT**  
as of January 29, 2002

	<u>Type</u>	<u>Make</u>	<u>Model</u>	<u>SN</u>	<u>cleaned</u>	<u>OS</u>
1	Desktop	Dell	OptiPlexGX1	4UMPJ	Y	Red Hat 7.1
2	Desktop	Dell	OptiPlex GX1	6P3Q00B	N	
3	Server	Dell	OptiPlex GX1	554WA	N	
4	Server	Dell	Precision 410	2XA7G	N	
5	Desktop	Dell	OptiPlex GX1	DGSPA	N	
6	Server	Dell	Dimension XPST500	7EY48	N	
7	Server	Dell	Dimension XPST 500	CU7HT	N	
8	Printer	HP	4050TN	USCC119950	NA	NA
9	Laptop	Dell	Latitude CS	694GA	Y	Win 2000
10	Laptop	Dell	Latitude	F8UXL	Y	Win 2000
11	Laptop	Dell	Latitude	4UMQL	Y	
12	Firewall	Watchguard	Firebox II		NA	
13	Desktop	Dell	Dimension XPST500	76HDA	Y	Win 2000
14	Server	Dell	Dimension XPS	B46A0	Y	Red Hat 7.1
15	Server	Dell	OptiPlex GX1	55531	no hard drive	
16	Router	Cisco			NA	
17	Server	PowerSpec	PX233	20211098143	disassembled	
18	Crypto	nCipher	nf75KMIC	01-521497	NA	
19	Crypto	nCipher	nf75KMIC	01-521332	NA	
20	Crypto	nCipher	nf75KMIC	01-521499	NA	
21	Crypto	nCipher	nf75KMIC	01-5211501	NA	
22	Monitor	Dell	UltraScan P991	8376TC3FS5C9	NA	
23	Desktop	Dell	OptiPlex GX1	GADZ0	Y	Red Hat 7.1
24	Laptop	Dell	Latitude	4CHUF	Y	Red Hat 7.1
25	Monitor	Dell	UltraScan P991	7015843	NA	