

07-22-2002



COVER SHEET  
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To the Honorable Commissione

102162335

the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Sage Systems, Incorporated**

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

FINANCE SECTION  
7-16-02

2. Name and address of receiving party(ies)

Name: **emWare, Inc.**

Internal Address:

Street Address: **6322 South 3000 East, Suite 250**

City: **Salt Lake City** State/Country: **Utah** Zip: **84121**

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

3. Nature of conveyance:

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

Execution Date: **May 17, 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)

**09/932,589      09/435,898**

**PCT/US01/41772**

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: **Wesley L. Austin, MADSON & METCALF**

Internal Address:

Street Address: **15 West South Temple, Suite 900**

City: **Salt Lake City** State: **Utah** ZIP: **84101**

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) . . . . . \$ **120.00**

Enclosed

Authorized to be charged to deposit account (any deficiencies)

8. Deposit account number:

13-0763

(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.

**Wesley L. Austin**

Name of Person Signing

Signature

**July 9, 2002**

Date

Total number of pages including cover sheet, attachments, and document:

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

## PATENT ASSIGNMENT

emWare: emWare, Inc.  
(a Delaware corporation)  
6322 South 3000 East, Suite 250  
Salt Lake City, Utah  
84121

Sage: Sage Systems, Incorporated  
(a California corporation)  
1175 59th Street, Suite 7  
Oakland, California  
94608

This Patent Assignment is dated May 17 2002 and is by and between Sage and emWare who hereby agree as follows:

1. Patent Rights. The "Patent Rights" shall mean the rights of Sage in the following pending patent applications:

- (a) the application for United States Patent Application No. 09/932,589, (filed on August 17, 2001 and entitled "Autonomous Local Area Distributed Network"),
- (b) the application for United States Patent Application No. 09/435,898, (filed on November 8, 1999 and entitled "System for Transmitting Data Over Power Lines"), and
- (c) the international patent application based on (a) identified by Application No. PCT/US01/41772, (filed on August 17, 2001 and entitled "Autonomous Local Area Distributed Network").

2. Assignment of Patent Rights. emWare desires to obtain and secure its ownership of the entire right, title and interest in and to the Patent Rights. For good and valuable consideration paid to Sage by emWare, the receipt and sufficiency of which are hereby acknowledged, SAGE HEREBY SELLS, ASSIGNS AND TRANSFERS TO EMWARE all of the Patent Rights, including all divisions, continuations and continuations-in-part thereof, and in all reissues and extensions of Patent and Patents granted thereon; in all corresponding applications filed in countries foreign to the United States; and in all patents issuing thereon in the United States and foreign countries, and including the right to file foreign patent applications on the Patent Rights in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications; all of the rights are to be held and enjoyed by emWare for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term or terms for which patents may be granted as fully and entirely as the same would have been held and enjoyed by Sage if this assignment, transfer and sale had not been made.

3. Issuing Patents. Sage hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their laws to issue patents, to issue any and all patents


on the inventions within the scope of the Patent Rights to emWare as the owner of the entire interest, for the sole use and benefit of emWare, its successors, assigns, and legal representatives.

4. Cooperation. Sage hereby agrees to use its reasonable efforts, at the cost of emWare, to sign all lawful papers and to perform all other lawful acts which emWare may request to make this Assignment fully effective.

5. Enforcement of Patent Rights. emWare shall have the right to enforce the rights under the Patent Rights including the right to sue for past, present and future patent infringement.

AGREED TO AND ACCEPTED BY:

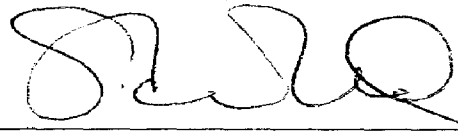
EMWARE, INC.

By:   
\_\_\_\_\_  
(signature)

Name: MARK W. WINN  
\_\_\_\_\_  
(print)

Title: SUP & CFO  
\_\_\_\_\_

SAGE SYSTEMS, INCORPORATED

By:   
\_\_\_\_\_  
(signature)

Name: GENE RASCHKE  
\_\_\_\_\_  
(print)

Title: PRESIDENT  
\_\_\_\_\_