

10-17-2002



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

102251969

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

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

1. Name of conveying party(ies):

ECAL CORPORATION

10.10.02

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

2. Name and address of receiving party(ies)

Name: TECHNO WING CORPORATION

Internal Address: _____

Street Address: Kotohiro Bldg. 3rd Floor

1-14-1, Toranomon, Minato-ku

City: Tokyo State: JP Zip: 105-0001

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: *August 29, 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) 60/181,399

B. Patent No.(s) 5,906,406

Additional numbers attached? Yes No

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

Name: Daniel H. Golub

Internal Address: _____

Street Address: 1701 Market Street

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and patents involved: **2**

7. Total fee (37 CFR 3.41).....\$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS
FEBRUARY 21 9:25 AM '02

DO NOT USE THIS SPACE

9. Signature.

Daneil H. Golub
Name of Person Signing

[Signature]
Signature

October 3, 2002
Date

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

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

10/17/2002 GT0N11 00000006 60181399

01 FC:8021

80.00 DP

PATENT
REEL: 013372 FRAME: 0831

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), made this 29th day of August, 2002, by and between ECAL CORPORATION, a Pennsylvania corporation ("Seller"), and TECHNO WING CORPORATION, a corporation organized under the laws of Japan ("Purchaser").

WITNESSETH

WHEREAS, Seller has certain Intellectual Property, as that term is defined in an Asset Purchase Agreement between the parties dated August 26, 2002 (the "Agreement").

WHEREAS, Purchaser desires to take an assignment of the Intellectual Property in exchange for the consideration specified in the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment. Seller hereby irrevocably transfers and assigns to Purchaser, free from any encumbrances or other third party rights, all of its right, title and interest in and to the Intellectual Property, including but not limited to:

(a) The right to become the registered owner of any currently existing Intellectual Property that is currently registered in the name of Seller.

(b) The right to become the registered patent owner of any currently existing Intellectual Property owned by Seller including, but not limited to, all of Seller's right title and interest in and to:

1. United States Patent No. 5,960,406 entitled "Scheduling System" (the "Scheduling System Patent");
2. PCT International Patent Application Serial No. PCT US9901239 for the Scheduling System Patent;
3. U.S. Patent Application No. 60/181,399 entitled "Method of Apparatus for an Electronic, Network Based, Multi-Configurable Time Scheduling System Designed to Facilitate Appointments/Reservation Scheduling Between One or More Entities"; and
4. Foreign patent applications based on the Scheduling System Patent,

all of which shall be assigned to Purchaser by Seller pursuant to the Patent Assignment attached hereto.

(c) All rights and powers arising or accrued therefrom, including, without limitation, the right to sue for damages and other remedies in respect of any infringement, including, without limitation, past infringement, of the Intellectual Property.

(d) The right to apply for, prosecute and obtain patent or similar protection throughout the world in respect to any right accrued, derived or based on the Intellectual Property, including, without limitation, the right to claim patent priority or other legal priority.

(e) all improvements, enhancements and additions to the Intellectual Property and modifications and derivatives thereof conceived or reduced to practice by a Seller or any other person or entity.

2. Further Assurances. Upon the request of Purchaser, Seller will use its reasonable efforts to perform such further acts and execute all such documents as may be reasonably required to secure the rights of Purchaser of all rights assigned to Purchaser hereunder, including, without limitation, transferring any registered Intellectual Property to Purchaser's name.

3. Patents, Etc. If Purchaser decides to protect any of the Intellectual Property by means of registering patents, trademarks, designs or the like, Purchaser shall be registered as sole owner, and may exploit and make whatever use of such Intellectual Property as it sees fit, and may take steps to exploit and commercialize such Intellectual Property anywhere in the world, without payment of any royalties to Seller.

4. Acceptance. Purchaser hereby accepts the above assignment and transfer and it is understood that this assignment and transfer is irrevocable.

5. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators and legal representatives.

6. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding the choice of law rules thereof).

7. Headings. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which shall constitute but one and the same instrument. One or more counterparts of this Agreement may be delivered via telecopier, with the intention that they shall have the same effect as the original counterpart hereof. All counterparts shall collectively constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

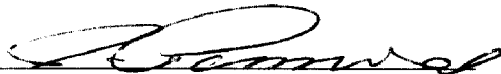
ECAL CORPORATION

By: 

Title: CEO

Date: 8.29.02

TECHNO WING CORPORATION

By: 

Title: Ichiro Tamura, President & CEO

Date: August 24, 2002

PATENT ASSIGNMENT

This Assignment of Patent (hereinafter referred to as "Assignment") represents the understanding between ECAL CORPORATION, a Pennsylvania corporation, whose principal address is 1520 Spruce Street, Suite 1006, Philadelphia, PA 19102 (hereinafter referred to as "Seller") and TECHNO WING CORPORATION, a corporation organized under the laws of Japan (hereinafter referred to as "Buyer").

I. Effective Date

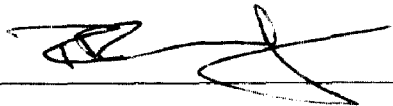
This Agreement became effective on the 29th of August 2002.

II. Patent and Applications Assigned


Seller hereby assigns the below-listed patent and patent applications to Purchaser:

1. United States Patent No. 5,960,406 entitled "Scheduling System" (the "Scheduling System Patent");
2. PCT International Patent Application Serial No. PCT US9901239 for the Scheduling System Patent;
3. U.S. Patent Application No. 60/181,399 entitled "Method of Apparatus for an Electronic, Network Based, Multi-Configurable Time Scheduling System Designed to Facilitate Appointments/Reservation Scheduling Between One or More Entities"; and
4. Foreign patent applications based on the Scheduling System Patent.

ECAL CORPORATION

By: 
Title: CEO
Date: 8-29-02

TECHNO WING CORPORATION

By: 
Title: Ichiro Tamura, President & CEO
Date: August 29, 2002

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Tel: 215.963.5000
Fax: 215.963.5001
www.morganlewis.com

Morgan Lewis
C O U N S E L O R S A T L A W

Daniel H. Golub
215.963.5055
dgolub@morganlewis.com

October 3, 2002

Assistant Commissioner for Patents
Washington, DC 20231

Attn.: Box Assignments

Re: U.S. Patent No. 5,906,406
U.S. Serial No. 60/181,399
Client/Matter No. 056035-0000

Dear Sir:

Enclosed for recordation in connection with the above-referenced matters is a fully executed Assignment, Recordation Cover Sheet and check for \$80.00 in payment of the fees.

Kindly acknowledge receipt of this document by returning the enclosed self-addressed, stamped postcard to me.

The Commissioner is hereby authorized to charge any fees required in connection with this filing to Account No. 50-0310. A duplicate of this authorization is enclosed.

Very truly yours,


Daniel H. Golub

CERTIFICATE OF MAILING (37 CFR 1.8)

I hereby certify that this paper and the papers and/or fees referred to herein as transmitted, submitted or enclosed, are being deposited on the date shown below with the U.S. Postal Service with sufficient postage as first class mail in an envelope addressed to the Assistant Commissioner for Patents, Box Assignments, Washington, D.C. 20231.

Name Daniel H. Golub Signature  Date of Deposit October 3, 2002

Philadelphia Washington New York Los Angeles Miami Harrisburg Pittsburgh
Princeton Northern Virginia London Brussels Frankfurt Tokyo

PATENT
REEL: 013372 FRAME: 0836

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Tel: 215.963.5000
Fax: 215.963.5001
www.morganlewis.com

Morgan Lewis
C O U N S E L O R S A T L A W

Daniel H. Golub
215.963.5055
dgolub@morganlewis.com

October 3, 2002

Assistant Commissioner for Patents
Washington, DC 20231

Attn.: Box Assignments

Re: U.S. Patent No. 5,906,406
U.S. Serial No. 60/181,399
Client/Matter No. 056035-0000

Dear Sir:

Enclosed for recordation in connection with the above-referenced matters is a fully executed Assignment, Recordation Cover Sheet and check for \$80.00 in payment of the fees.

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Name Daniel H. Golub Signature  Date of Deposit October 3, 2002

Philadelphia Washington New York Los Angeles Miami Harrisburg Pittsburgh
Princeton Northern Virginia London Brussels Frankfurt Tokyo

RECORDED: 10/10/2002

PATENT
REEL: 013372 FRAME: 0837