

11-05-2002

Docket No.: 4272.56



U.S. Department of Commerce
Patent and Trademark Office
PATENT

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 10-30-02

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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

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Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="10/041,655"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account


Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Marc A. Hubbard  October 25, 2002

Name of Person Signing Signature Date

PATENT ASSIGNMENT

This PATENT ASSIGNMENT is made as of the 13th day of August, 2002, by and between EdGate.com, Inc., a corporation of the State of Delaware, ("ASSIGNOR") and FT Technologies LP LLLP, a limited liability limited partnership of the State of Delaware, ("ASSIGNEE").

WHEREAS ASSIGNOR owns, by assignment, all right, title, and interest in the patents and patent applications identified on the Exhibit A (the "Patent Rights") and all inventions disclosed or claimed therein (the "Inventions").

WHEREAS, ASSIGNOR and ASSIGNEE have entered into that certain Asset Purchase Agreement between Assignor and Assignee (the "Agreement"), dated May 31, 2002, as amended to date, pursuant to which Assignor has agreed to assign substantially all of Assignor's assets, including the Patent Rights and Inventions.

WHEREAS, pursuant to the Agreement, ASSIGNOR desires to convey all right, title and interest in the Patent Rights and the Inventions, and ASSIGNEE desires to accept all such right, title and interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Patent Rights, all divisionals, reissues, substitutions, continuations, continuations-in-part, reexaminations and extensions of the Patent Rights, and the right to recover for past infringement and other violations of the Patent Rights.

ASSIGNOR also hereby sells, assigns and transfers to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the Inventions throughout the world, including without limitation the right to file applications and obtain patents, utility models, industrial models, design, patents and the like for the Inventions in its own name throughout the world, including all rights of priority under international treaties and conventions arising from the Patent Rights and filing of applications on the Inventions, including without limitation the Patent Rights, all rights to publish cautionary notices reserving ownership of the Inventions and all rights to register said Inventions and patents thereon in appropriate registries.

ASSIGNOR authorizes and requests the Director of Patents and Trademarks to issue all patents for the Inventions and patents resulting from the Patent Rights, to ASSIGNEE and its successors and assigns.

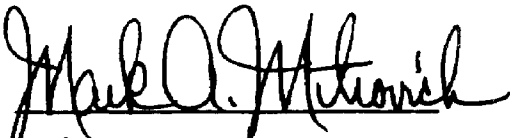
ASSIGNOR covenants and agrees that ASSIGNOR, through its officers and employees, will without further consideration (i) communicate with ASSIGNEE, its successors and assigns, and testify in legal proceedings concerning, any facts known to ASSIGNOR and its officers and employees respecting the Inventions and Patent Rights; (ii) execute and deliver all papers that may be necessary or desirable to perfect title to the Inventions and the Patent Rights in ASSIGNEE, its successors and assigns throughout the world; and (iii) execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors and assigns, to obtain and enforce proper patent protection for the Inventions in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by ASSIGNEE, its successors and assigns.

This Patent Assignment will be governed and construed in accordance with the laws of the State of Texas (excluding choice of law rules) and of the United States.

This PATENT ASSIGNMENT may be executed in any number of counterparts and by different parties in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Patent Assignment

EdGate.com, Inc.

By: 
Name: MARK A. MITROVICH
Title: PRESIDENT & CEO

FT Technologies LP LLLP

By: FT GP LLC, its general partner

By: _____
Name: _____
Title: _____

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Patent Assignment

EdGate.com, Inc.

By: _____

Name: _____

Title: _____

FT Technologies LP LLLP

By: FT GP LLC, its general partner

By:  _____

Name: Gary Gottz

Title: Vice President

SCHEDULE 1
to
PATENT ASSIGNMENT

U.S. Patent Application 10/041,655, titled "Interest-Based Educational Framework for the Correlation of Lessors, Resources and Assessments to the State Standards," filed January 8, 2002.

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