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Docket No.: A-71214/468941-17

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp.5/31/2002)
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OFFICE OF PURCHASING



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U.S. DEPARTMENT OF COMMERCE

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PATENTS ONLY

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FINANCE SECTION

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

1. Name of conveying party(ies):

PARAMARK, INC.

11-13-02

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

Name: IQ ACQUISITION CORPORATION

Address: 12950 Saratoga Avenue

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

City: Saratoga State/Prov.: CA

Country: USA ZIP: 95070

Execution Date: August 29, 2002

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

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.	Filing date	B. Patent No.(s)
10/024,449	December 17, 2001	

Additional numbers Yes No

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

Name: R. Michael Ananian

Registration No. 35,050

Address: Dorsey & Whitney LLP

850 Hansen Way, Suite 200

6. Total number of applications and patents involved: 1

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

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

50-2319

(Attach duplicate copy of this page if paying by deposit account)

11/15/2002 TDIAZI 00000050 502319 10024449

01 FC:0021 40.00 CH

City: Palo Alto State/Prov.: CA

Country: USA ZIP: 94304-1017

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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.

R. Michael Ananian

November 5, 2002

Name of Person Signing

Signature

5

Date

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 205231

PATENT
REEL: 013480 FRAME: 0204

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

PARAMARK, INC.
to
IQ ACQUISITION CORPORATION

WHEREAS, PARAMARK, INC., a corporation of the State of Delaware, having a place of business at 1270 Oakmead Parkway, Suite 214, Sunnyvale, California 94086 (hereinafter termed "Assignor") is the owner by assignment of the entire right, title and interest in and to certain United States Patent Applications, International Patent Applications, and Foreign Patent Applications (all collectively hereinafter termed "Patent Applications") disclosing and identifying the inventions, all of those which have been filed to date which are identified on **SCHEDULE A** attached hereto, together with the inventions disclosed therein, and to any corresponding international and/or foreign applications whether presently filed or to be filed in the future; and

WHEREAS, IQ ACQUISITION CORPORATION, a corporation of the State of Delaware, having a place of business at 12950 Saratoga Avenue, Saratoga, California 95070, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said United States Patent Applications, International Patent Applications, and Foreign Patent Applications, and to the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates, and other forms of protection (hereinafter termed "patents") thereon granted in the United States, internationally, and in foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest in and to said patent applications, to said inventions, and to any patents issuing from said patent applications for the whole of the United States, internationally,

and for each and every foreign country, including: (a) in and to said applications and said inventions; (b) in and to all rights to apply for international and foreign patents on said inventions pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said inventions in the United States, internationally, or in any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extensions of any of said patents; (e) the right to enforce the same for past and future infringements, and (f) the right to collect all remuneration for past and future infringements, whether by settlement, adjudication, or otherwise.

2. Said Assignor covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States, internationally, and in foreign countries. Such cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations, or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuation, continuation-in-part, continuing or additional applications covering said inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said patents, patent applications, or inventions; and (f) for legal proceedings involving said inventions and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by said Assignee unless payment is otherwise separately provided for.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor and its legal representatives and assigns.

4. Said Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

SCHEDULE A
ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS
FROM PARAMARK, INC. TO IQ ACQUISITION CORPORATION

U.S. Serial Number	Title	Inventors	Filing Date	International Status
10/024,449	System And Method For Improving The Performance Of Electronic Media Advertising Campaigns Through Multi-Attribute Analysis And Optimization	Diane Chang, Sanjay Ranka, Richard Chatwin, Sachin Kumar, Jason Lederman, Jim Weisinger	December 17, 2001	Not Applied

