

2-3-03

FLH Ref. No.: 730305-2015

RECORDATION FORM COVER SHEET  
PATENTS ONLY

02-06-2003

IERCE  
Office



To the Honorable Commissioner of Patents and Trademarks: Please record the attached

1. Name of conveying party(ies)

ClickThings, Inc.

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

☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment  
☐ Security Agreement  
☐ Merger  
☐ Change of Name  
☐ Other

Execution Date(s): 8/9/2001 and 8/15/2001

2. Name and address

102358116

Name: ClickThings Acquisition Corporation

Denver, Colorado

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

4. Application number(s) or patent number(s): 09/651,874

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

A. Patent Application No.(s) \_\_\_\_\_ filed

Additional numbers attached? ☐ Yes ☒ No

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

Name: GORDON KESSLER

Internal Address: FROMMER LAWRENCE & HAUG LLP

Street Address: 745 FIFTH AVENUE

City: NEW YORK State: N.Y. Zip: 10151

6. Total number of applications and patents involved

1

7. Total fee (37 CFR 3.41)

\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account 50-0320

8. Deposit account number:

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

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.

GORDON KESSLER, REG. NO. 38,511

Name of Person Signing

Signature

JANUARY 31, 2003

Total number of pages including cover sheet, attachments, and document 16

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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PATENT  
REEL: 013717 FRAME: 0468

## COLLATERAL TRANSFER AGREEMENT

ClickThings, Inc., a Delaware Corporation (the "Transferor"), hereby does transfer and convey to ClickThings Acquisition Corporation, a Delaware corporation (the "Transferee"), and its successors and assigns, in exchange for complete satisfaction of all the Transferor's obligations under those certain Secured Convertible Promissory Notes dated as of November 2, 2000, January 3, 2001, January 29, 2001, February 13, 2001, February 26, 2001, March 13, 2001, March 29, 2001, April 12, 2001, April 26, 2001 and May 1, 2001 (collectively, the "Notes"), by virtue of the provisions of Section 9-505 of the now revised Uniform Commercial Code of the State of New York (the "Former NY UCC") and Part 6 of Article 9 of the amended Uniform Commercial Code of the State of New York (the "Amended NY UCC") and collectively with the Former NY UCC, the "NY UCC"), any and all right, title and interest of the Transferor in, to and under certain of the assets and properties of the Transferor, constituting "Collateral" under the Security Agreements referred to below. All such assets, properties and proceeds being hereby transferred by the Transferor to the Transferee are collectively referred to herein as the "Subject Assets". A schedule of the Subject Assets is attached hereto as Exhibit A and incorporated herein by reference.

This transfer and conveyance is made by the Transferor to the Transferee as the assignee of the Secured Parties of the Payors pursuant to that certain Exchange Agreement dated as of August 15, 2001 by and among the Transferee and [REDACTED]

[REDACTED]

[REDACTED]

(each individually, a "Secured Party" and collectively, the "Secured Parties") and pursuant to its rights as assignee of the Secured Parties under those certain Security Agreements (the "Security

Agreements") dated as of November 2, 2000, by and between the Transferee and the Secured Parties and applicable laws, including, but not limited to, Section 9-505 of the Former NY UCC and Part 6 of Article 9 of the Amended NY UCC.

The Transferor hereby covenants that, from time to time after delivery of this Collateral Transfer Agreement, at the request of the Transferee and without further consideration, the Transferor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such additional document, instrument and agreement and act as reasonably may be required or as the Transferee may reasonably request to effectuate or further evidence the conveyance contemplated hereby.

The Transferee acknowledges that (a) it has inspected the Subject Assets, and the Transferor has not and shall not be deemed to have made any representations or warranties with respect to the Subject Assets or the description thereof, (b) the Transferor is not a manufacturer or merchant of the Subject Assets or any similar goods, and is conveying the interest it acquired in the Subject Assets as assignee of the Secured Parties by reason of the extension of credit by the Secured Parties to the Payors and the foreclosure of the liens granted in connection therewith pursuant to Section 9-505 of the Former NY UCC and Part 6 of Article 9 of the Amended NY UCC, and (c) subject to clause (a) of this sentence, the Transferee is acquiring the Subject Assets "AS IS" and "WHERE IS."

**THE TRANSFEROR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND IN RESPECT TO THE SUBJECT ASSETS, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO TITLE, POSSESSION AND/OR QUIET ENJOYMENT.**


*[Signature on Following Page]*

IN WITNESS WHEREOF, the undersigned has caused this Collateral Transfer

Agreement to be duly executed as of the 9 day of August, 2001.

**TRANSFEROR:**

CLICKTHINGS, INC.

By:   
Its: Chauman

**TRANSFeree:**

CLICKTHINGS ACQUISITION CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Collateral Transfer Agreement to be duly executed as of the \_\_\_ day of August, 2001.

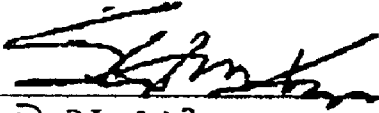
**TRANSFEROR:**

CLICKTHINGS, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**TRANSFeree:**

CLICKTHINGS ACQUISITION CORPORATION

By:  \_\_\_\_\_  
Its: DIRECTOR \_\_\_\_\_

#1284112

## EXHIBIT A

### SUBJECT ASSETS

(a) all of Transferors right, title and interest in and to each of its material agreements, in each case as such agreements may be amended or otherwise modified from time to time (collectively, the "Assigned Agreements"), including, without limitation, (i) all rights of Transferor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of the Transferor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all rights, if any, of Transferor pursuant to all contracts between Transferor and any third party relating to the Assigned Agreements, (iv) claims of the Transferor for damages arising out of or for breach of or default under the Assigned Agreements and (v) the right of the Company to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder (all such Collateral being the "Agreement Collateral");

(b) all of Transferors right, title and interest in the equity of Hotspace Australia Pty. Ltd., an Australian corporation (the "Hotspace Collateral");

(c) all of Transferors right, title and interest in and to all general intangibles of the Transferor, including, without limitation, all trademarks, trade names, trade styles, trade secrets, service marks, logos, copyrights, patents, patent applications, computer programs and all permits, licenses (written or oral), license applications, registrations and goodwill relating to or associated with any of the foregoing; and

(d) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds that constitute property of the types described in clauses (a) through (c) and all accessions and additions to, all substitutions for and all proceeds, products, substitutions and replacement of any and all of the foregoing) and, to the extent not otherwise included, all (i) payments under insurance (whether or not Secured Parties are the loss payees thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise and any and all other products of, or any rents, profits or other amounts from time to time paid or payable with respect to any of the foregoing Collateral and (ii) cash (collectively, the "Proceeds").

## PATENT ASSIGNMENT

THIS ASSIGNMENT, effective August 9, 2001, WITNESSETH:

WHEREAS, ClickThings, Inc., a Delaware Corporation (the "Assignor") is the owner of all right, title and interest in and to the patent applications identified in Exhibit 1 attached hereto and identified by Serial Nos. 60/163,782, 60/184,300, 09/651,907, 09/652,612, 09/651,874, 09/651,875, 09/651,906 and 09/651,796, filed on November 5, 1999, February 23, 2000, and August 30, 2000; and

WHEREAS, pursuant to those certain Security Agreements dated as of November 2, 2000, January 3, 2001, January 29, 2001, February 13, 2001, February 26, 2001, March 13, 2001, March 29, 2001, April 12, 2001, April 26, 2001 and May 1, 2001 (collectively, the "Security Agreements"), by and between Assignor, and each of the investors (collectively, the "Secured Parties") who executed and delivered to the Company a Security Agreement, the Assignor assigned and pledged to the Secured Parties certain collateral (the "Collateral");

WHEREAS, the Secured Parties are foreclosing on the Collateral pursuant to Section 9-620 of the Uniform Commercial Code as adopted in the State of New York;

WHEREAS, the Secured Parties have requested that Assignor deliver to Assignee all right, title and interest in the intellectual property as specified below, and Assignor has agreed to deliver such property.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN that in connection with the foreclosure, the Assignor hereby transfers and conveys without making any representation or warranty to the Assignee, its entire right, title and interest in and to the Patent Applications identified by Serial Nos. 60/163,782, 60/184,300, 09/651,907, 09/652,612, 09/651,874, 09/651,875, 09/651,906 and 09/651,796, filed on November 5, 1999, February 23, 2000, and August 30, 2000, the right to sue for past infringements and any patent issuing from the Patent Applications identified by Serial Nos. 60/163,782, 60/184,300, 09/651,907, 09/652,612, 09/651,874, 09/651,875, 09/651,906 and 09/651,796, filed on November 5, 1999, February 23, 2000, and August 30, 2000, reissue or reissues of any Patent issuing from the Patent Applications identified by Serial Nos. 60/163,782, 60/184,300, 09/651,907, 09/652,612, 09/651,874, 09/651,875, 09/651,906 and 09/651,796, filed on November 5, 1999, February 23, 2000, and August 30, 2000, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which any patent issuing from the Patent Applications identified by Serial Nos. 60/163,782, 60/184,300, 09/651,907, 09/652,612, 09/651,874, 09/651,875, 09/651,906 and 09/651,796, filed on November 5, 1999, February 23, 2000, and August 30, 2000, may be granted or may be reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; together with the right to use for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives; and all reissues and extensions thereof of the Patent Applications identified by Serial Nos. 60/163,782, 60/184,300, 09/651,907,

09/652,612, 09/651,874, 09/651,875, 09/651,906 and 09/651,796, filed on November 5, 1999, February 23, 2000, and August 30, 2000, and any patent issuing therefrom; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may heretofore have been filed or may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States patent applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and designs which may heretofore have been granted or may hereafter be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

The Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, assigns and legal representatives, in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the Assignor has executed this Patent Assignment on the date first written above.

CLICKTHINGS, INC.

By: 

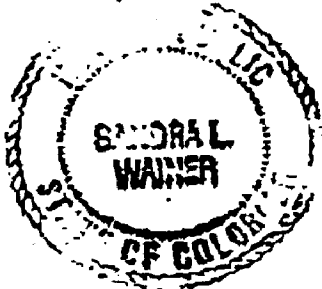
Title: Chairman

1273133.4



STATE OF COLORADO  
) SS:  
COUNTY OF DENVER

On this 9<sup>th</sup> day of August, 2001, before me appeared Wayne Rutledge, the person who signed this instrument as Chairman of ClickThings, Inc., who acknowledged that he signed the foregoing instrument as his free and voluntary act on behalf of the identified corporation with authority to do so.



My Comm. Expires 12/05/02

Sandra L. Wainer  
Notary Public

My Commission Expires 12/05/02

## ASSIGNMENT OF COPYRIGHTS

This Assignment of Copyrights is made by ClickThings, Inc., a Delaware corporation ("Assignor"), this 15<sup>th</sup> day of August, 2001 in favor of ClickThings Acquisition Corporation, a Delaware corporation ("Assignee").

WHEREAS, pursuant to those certain Security Agreement, dated as of November 2, 2001, January 3, 2001, January 29, 2001, February 13, 2001, February 26, 2001, March 13, 2001, March 29, 2001, April 12, 2001, April 26, 2001 and May 1, 2001 (collectively, the "Security Agreements"), by and between Assignor and the investors (collectively, the "Secured Parties") who executed and delivered to the Company a Security Agreement, the Assignor assigned and pledged to the Secured Parties certain collateral (the "Collateral");

WHEREAS, the Secured Parties are foreclosing on the Collateral pursuant to Section 9-620 of the Uniform Commercial Code as adopted in the State of New York;

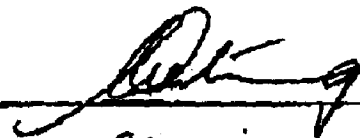
WHEREAS, the Secured Parties have requested that Assignor deliver to Assignee all right, title and interest in the intellectual property as specified below, and Assignor has agreed to deliver such property.

NOW THEREFORE, in connection with the foreclosure, Assignor, in connection with the foreclosure, hereby transfers and conveys, without making any representation or warranty, unto Assignee, the entire right, title and interest in and to the works set forth on Schedule 1 attached hereto and made a part hereof including all copyrights therein (the "Works"), including the right to secure any United States of America and foreign copyright registrations therefor that may be secured under the laws now or hereafter in force and effect in the United States of America and all foreign countries, to be held and enjoyed by Assignee and its successors and assigns as fully and entirely as the same would have been held by Assignor had this assignment not been made, and the right to sue and recover for past infringements or other violations thereof. Assignor hereby waives the benefits of any provision of law known as the "Droit Moral," "Moral Rights" or any similar law. This waiver applies to any and all uses of the Works by Assignee, its successors and assigns. Nothing contained herein shall be construed as requiring Assignee to exercise or exploit any of the rights granted to or acquired by Assignee herein.

Assignor agrees to execute and provide promptly after its execution hereof such further instruments, documents or assignments as may reasonably be necessary to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee full ownership of the United States and foreign copyrights and the right to recover for past infringements or other violations of the Works.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its  
duly authorized corporate officer as of the 9<sup>th</sup> day of August, 2001.

CLICKTHINGS, INC.

By:   
Title: Chairman

STATE OF COLORADO

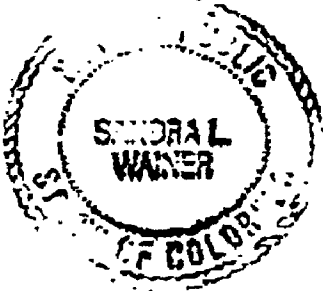
COUNTY OF DENVER

)  
) SS  
)

On this 9<sup>th</sup> day of August, 2001, before me appeared Wayne Rutledge, the person who signed this instrument as Chairman of ClickThings, Inc., who acknowledged that he signed the foregoing instrument as his free and voluntary act on behalf of the identified corporation with authority to do so.

Shirley A. Warner  
Notary Public

My Commission Expires: 12/05/02



## SCHEDULE 1

1. Common law copyrights in and to the software (both source and object code) commonly known as "Clickthings", "BWS", "UCM", "Quickforge", "Definer", "WIK", "Surfinsam", "Hotspace" and "Business Commander" including all current and prior versions, work-in-process, updates, fixes, enhancements and releases thereof
2. Common law copyrights in and to the software and technology used in the operation of or otherwise related to the websites "www.clickthings.com", "www.clickthings.org", "www.clickthings.net", "www.clickthings.ws", "www.businesscommander.com", "www.businesscommander.org", "www.businesscommander.net", "www.hotspace.com", "www.hotspace.net", "www.hotspace.org", "www.hs.com", "www.hs.net", "www.hs.org" (both source and object code), including all current and prior versions, works-in-process, updates, fixes, enhancements and releases thereof.

STATE OF COLORADO

COUNTY OF DENVER

On this 9<sup>th</sup> day of August, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared Walter R. King, known by me to be the person of the above name and the Chairman of CLICKTHINGS, INC., duly authorized to execute this Assignment of Intellectual Property on behalf of CLICKTHINGS, INC., who signed and executed the foregoing instrument on behalf of  
CLICKTHINGS, INC.



My Comm. Expires 12/05/02

Sandra Warner  
Notary Public  
My Commission Expires: 12/05/02

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is entered into this 9<sup>th</sup> day of August, 2001, by CLICKTHINGS, INC., a Delaware corporation ("Assignor"), in favor of CLICKTHINGS ACQUISITION CORPORATION, a Delaware corporation ("Assignee").

WHEREAS, pursuant to those certain Security Agreements dated as of November 2, 2000, January 3, 2001, January 29, 2001, February 13, 2001, February 26, 2001, March 13, 2001, March 29, 2001, April 12, 2001, April 26, 2001 and May 1, 2001 (collectively, the "Security Agreements"), by and between Assignor and the investors (collectively, the "Secured Parties") who executed and delivered to the Company a Security Agreement, the Assignor assigned and pledged to the Secured Parties certain collateral (the "Collateral");

WHEREAS, the Secured Parties are foreclosing on the Collateral pursuant to Section 9-620 of the Uniform Commercial Code as adopted in the State of New York;


WHEREAS, the Secured Parties have requested that Assignor deliver to Assignee all right, title and interest in the intellectual property as specified below, and Assignor has agreed to deliver such property.

NOW THEREFORE, in connection with the foreclosure, Assignor does hereby transfer and deliver unto Assignee, without making any representation of warranty, all of its worldwide right, title and interest in and to all, including without limitation, all of Assignor's patents, trademarks, trade names, service marks, domain names, copyrights, and any applications therefor, maskworks, net lists, schematics, technology, trade secrets, know-how, computer software programs or applications (in both source code and object code form), and tangible or intangible proprietary information or material (collectively, "Intellectual Property"), and all documentation, specifications, manuals, user guides, promotional material, internal notes and memos, technical documentation, drawings, flow charts, diagrams, source language statements, demo disks, benchmark test results, and other written materials related to, associated with or used or produced in the development of the Intellectual Property.

[signatures on following page]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized corporate officer as of the day and year first written above.

CLICKTHINGS, INC.

By:   
Name: W. Rutledge  
Title: Chairman