

## IN THE UNITED STATES 102417428 INAUEMARK OFFICE

APR 0 8 2003 & FOR

NOTE APPLICATION OF

KUMAR

SYSTEM AND METHOD FOR INTEGRATING E-MAIL INTO FUNCTIONALITY OF SOFTWARE

**APPLICATION** 

SERIAL NO.

10/307,188

**FILED** 

November 29, 2002

ATTORNEY DOCKET NO.

ANK 2 0001

## **ASSIGNMENT TRANSMITTAL LETTER**

Asst. Commissioner for Patents Washington, DC 20231 BOX ASSIGNMENT

4.803

Dear Sir:

Please record the attached original document or copy thereof.

1. Name of Party conveying an interest:

Ankesh Kumar

Timothy J. Canniffe

338 Pepper Avenue

248 La Cruz

Hillsborough, CA 94010

Millbrae, CA 94030

Martin Logan

Thomas B. Bennett

919 Olmstead Street

18639 110th PL SE

San Francisco, CA 94134

Renton, WA 98055

2. Name of Party receiving an interest:

APPMAIL LLC

330 Primrose Road, Suite #502

Burlingame, CA 94010

3. Description of the interest conveyed:

X AssignmentSecurity AgreementMerger

CERTIFICATE OF MAILING

I hereby certify that this Assignment and Transmittal and all items referred to herein as being enclosed are being deposited with the United States Postal Service as FIRST CLASS MAIL with sufficient postage in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on

/10/2003 TDIAZ1 00000135 10307188

Other

FC:8021

40.00 0

George B. George

4.	[]	[] These documents are being filed together with a new application, the execution date of which is:	
	or		
	[X]		ng filed in connection with application Serial No. dates of which are: March 20, 2003, March 24,
5.	Name and address of Party to whom correspondence concerning this document should be mailed:		
		1100 Superio	aas PE, FAGAN, MINNICH & McKEE, LLP or Avenue, Seventh Floor Phio 44114-2518
6.	One p	One patent application is involved.	
7.	<ul> <li>[x] Amount of fee enclosed: \$40.00.</li> <li>[] Amount authorized to be charged to Deposit Account No. 06-0308:</li> </ul>		
	The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment to Deposit Account No. <u>06-0308</u>		
8.	The assignment shows it was signed on: March 20, 2003, March 23, 2003, March 24, 2003 and March 25, 2003.		
9.	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.		
10.	Total number of pages enclosed:6		
			Respectfully submitted,
			FAY, SHARPE, FAGAN, MINNICH & McKEE, LLP
Date	pril	2,207	Steven M. Haas Reg. No. 37,841 1100 Superior Avenue, Seventh Floor Cleveland, OH 44114-2518 (216) 861-5582

## **ASSIGNMENT**

For one dollar (\$1) and other good and valuable consideration, the receipt of which is hereby acknowledged, I/WE, the undersigned,

Ankesh Kumar, 338 Pepper Avenue, Hillsborough, CA 94010

Timothy J. Canniffe, 248 La Cruz, Millbrae, CA 94030

Martin Logan, 919 Olmstead Street, San Francisco, CA 94134

Thomas B. Bennett, 18639 110th PL SE, Renton, WA 98055

who has/have created a certain invention for which an application for United States Letters Patent has been filed November 29, 2002 and assigned Serial No. 10/307,188 and is entitled: SYSTEM AND METHOD FOR INTEGRATING E-MAIL INTO FUNCTIONALITY OF SOFTWARE APPLICATION do hereby sell, assign and transfer to APPMAIL LLC (hereinafter referred to as Assignee), a California limited liability company having a principal place of business at 330 Primrose Road, Suite #502, Burlingame, California 94010, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions agreements, acts, and treaties:

I/We agree that Assignee may apply for and receive Letters Patent for any and all inventions described in said application in its own name, in the United States, it territorial possessions, and all foreign countries; and that when requested to carry out in good faith the intent and purpose of this Assignment, at the expense of said Assignee, its successors, assigns and legal representatives, I/we will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

I/We covenant with Assignee, its successors, assigns, and/cr legal representatives that no assignment, grant mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

I/We, therefore, authorize and request that the United States Patent and Trademark Office and all foreign patent offices issue any and all Letters Patent when granted based upon said application solely to said Assignee for its exclusive use and that of its successors and assigns.

Ankesh Kumar	Date
Witness	Date
Witness	Date
Timothy J. Canniffe	20/3603 Date
Witness	Date
Witness	Date
Martin Logan	Date
Witness	Date
Witness	Date
Thomas B. Bennett	Date
Witness	Date
Witness	Date

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I/We agree that Assignee may apply for and receive Letters Patent for any and all inventions described in said application in its own name, in the United States, it territorial possessions, and all foreign countries; and that when requested to carry out in good faith the intent and purpose of this Assignment, at the expense of said Assignee, its successors, assigns and legal representatives, I/we will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

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exclusive use and that of its successors and assigns. Ankesh Kumar Witness Date Witness Date Timothy J. Canniffe Date Witness Date Date Witness Date Witness Date Witness Thomas B. Benne Date Witness

**RECORDED: 04/08/2003**