

06-20-2003

Form PTO-1595  
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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6-17-03 RECOR

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

102479091

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

## 1. Name of conveying party(ies):

BRUNO, James E.  
10652 Ohio Avenue  
Los Angeles, CA 90024Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

## 3. Nature of conveyance:

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

Execution Date: May 28, 2003

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

Name: NFORMA LEARNING SYSTEMS,  
Inc.

Internal Address: \_\_\_\_\_

Street Address: 1523 Crest Drive

City: Encinitas State: CA Zip: 92024

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

## 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: N/A

## A. Patent Application No.(s)

60/367 563

10/115,157

## B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Royal W. Craig

Internal Address: Law Offices of Royal Craig

Street Address: 10 North Calvert Street

Suite 153

City: Baltimore State: MD Zip: 21202

## 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:

03-3565

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

06/19/2003 18:11:00 00000074 60367563

DO NOT USE THIS SPACE

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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.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 12

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 014179 FRAME: 0616

# INVENTION AND PATENT APPLICATION ASSIGNMENT

WHEREAS, we, James E. Bruno, Charles J. Smith, Arthur Blank, Len Schiedel, and Robert Serling, citizens of the United States of America (hereinafter referred to as "Assignors" or each individually as "Assignor"), have invented a certain invention (the "Invention") for which a first U.S. Provisional Patent Application has been filed (Ser. No. 60/237789), and for which a Patent Cooperation Treaty ("PCT") Patent Application has been filed (Int'l Application No. PCT/US01/31633) (the "PCT Application"), and for which a second U.S. Provisional Patent Application has been filed (Serial No. 60/367,563 filed March 26, 2002), and for which a U.S. Utility Patent Application has been filed (Ser. No. 10/115,157, filed April 3, 2002) (the patent applications are collectively referred to as the "Applications"); and

WHEREAS, for valuable consideration, each Assignor has previously executed an agreement assigning all Assignor's right, title, and interest to the Invention to Nforma Learning Systems, Inc., a corporation organized and existing under and by virtue of the laws of the State of California and having its principal place of business at 1523 Crest Drive, Encinitas, California 92024 (hereinafter referred to as "Assignee"), and each Assignor now desires to assist Assignee to formalize and perfect its rights in the Invention and the Applications by executing this Invention and Patent Application Assignment (this "Assignment") which Assignee intends to file with the United States Patent and Trademark Office, and other applicable governmental authorities.

WHEREAS, for valuable consideration, each Assignor has previously executed an Invention And Patent Application Assignment assigning all Assignor's right, title, and interest to said first U.S. Provisional Patent Application (Ser. No. 60/237789), and to said Patent Cooperation Treaty ("PCT") Patent Application (Int'l Application No. PCT/US01/31633) (the "PCT Application") for the Invention to Nforma Learning Systems, Inc., supra.

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**PATENT**  
**REEL: 014179 FRAME: 0618**

# INVENTION AND PATENT APPLICATION ASSIGNMENT

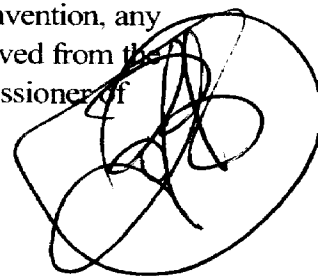
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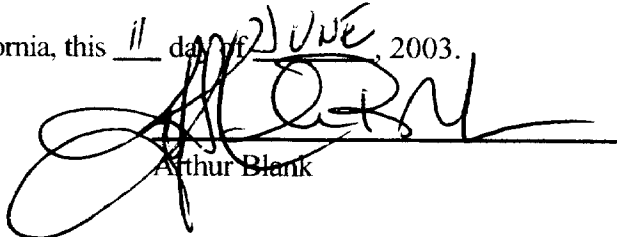
Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to said Assignee, its successors and assigns, to do so in accordance with this Assignment.

Each Assignor hereby individually covenants the following: (i) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment; (ii) that no rights, title, or interest to the Invention or the Applications are retained by Assignor; and (iii) that Assignor will, upon request, promptly provide Assignee with all pertinent facts and documents relating to the Applications, the Invention and said Letters Patents and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Applications, the Invention and said Letters Patents and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Each Assignor hereby irrevocably constitutes and appoints Assignee, with full power of substitution, as Assignor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in its own name, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the assignment hereunder, and Assignee hereby accepts such appointment.

This assignment and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the internal laws of the State of California (without regard to the conflict of laws principles of such State), including all matters of construction, validity and performance, to the extent such state laws are not preempted by federal law. This assignment document may be executed in any number of original or facsimile counterparts, each of which shall constitute an original but all of which taken together shall constitute one and the same instrument.

WITNESS my hand at Encinitas, California, this 11 day of JUNE, 2003.

  
Arthur Blank

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

) ss

Arthur Blank personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary public in and for said County and State



# INVENTION AND PATENT APPLICATION ASSIGNMENT

WHEREAS, we, James E. Bruno, Charles J. Smith, Arthur Blank, Len Schiedel, and Robert Serling, citizens of the United States of America (hereinafter referred to as "Assignors" or each individually as "Assignor"), have invented a certain invention (the "Invention") for which a first U.S. Provisional Patent Application has been filed (Ser. No. 60/237789), and for which a Patent Cooperation Treaty ("PCT") Patent Application has been filed (Int'l Application No. PCT/US01/31633) (the "PCT Application"), and for which a second U.S. Provisional Patent Application has been filed (Serial No. 60/367,563 filed March 26, 2002), and for which a U.S. Utility Patent Application has been filed (Ser. No. 10/115,157, filed April 3, 2002) (the patent applications are collectively referred to as the "Applications"); and

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Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to said Assignee, its successors and assigns, to do so in accordance with this Assignment.

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Each Assignor hereby irrevocably constitutes and appoints Assignee, with full power of substitution, as Assignor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in its own name, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the assignment hereunder, and Assignee hereby accepts such appointment.

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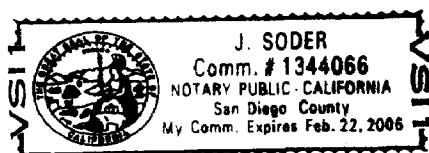
WITNESS my hand at Encinitas, California, this 31 day of May, 2003.

Len Schiedel  
Len Schiedel

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF San Diego )

Len Schiedel ~~is personally known to me~~ OR ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



J. Soder  
Notary public in and for said County and State

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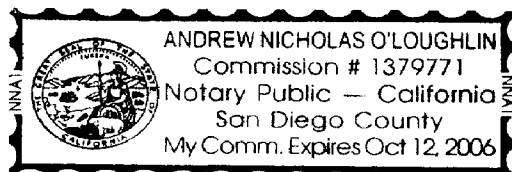
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WITNESS my hand at Encinitas, California, this 4 day of June, 2003.

Robert Serling

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF San Diego )

Robert Serling **G** personally known to me -OR- **G** proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Thompson  
Notary public in and for said County and State

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**PATENT**  
**REEL: 014179 FRAME: 0626**

# ROYAL W. CRAIG

A PROFESSIONAL CORPORATION

10 NORTH CALVERT STREET  
SUITE 153  
BALTIMORE, MARYLAND 21202  
TEL 410. 385. 2383  
FAX 410. 385. 2385  
WEBSITE: [www.patent-law.org](http://www.patent-law.org)

HUNT VALLEY OFFICE:  
TEL/FAX 410. 785. 1816

**TRANSMITTAL BY EXPRESS MAIL No.:**

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

EL943632931US

Re: Assignment for U.S. Provisional Patent Application 60/367,563 filed:  
March 26, 2002 & for U.S. Patent Application 10/115,157 filed: April 3  
, 2002.

LAW  
BUSINESS  
TECHNOLOGY

Dear Sir:


Transmitted herewith for filing are the above-referenced documents:

1. One (1) Recordation Form Cover Sheet with two (2) Assignments duly executed (12 pp) including cover sheet and attachment to Recordation Cover Sheet).
2. Our check # 3557 in the total amount of \$80.00 to cover the filing fee for the recordation of two (2) assignments.
3. Our post card. Please date stamp and return.

Please charge any unanticipated fees to our Deposit Account No. 03-3565 (a duplicate copy of this charge authorization is attached.)

Respectfully submitted,

June 17, 2003  
Date

  
\_\_\_\_\_  
Royal W. Craig  
Attorney for Applicant  
Reg. No. 34,145

I HEREBY CERTIFY that on June 17, 2003, one copy of the above-referenced documents were deposited with the United States Postal Service for delivery by Express Mail to the United States Patent and Trademark Office.

