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7-7-03 RECORD

102491385 PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent And Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies): Intrinsic Graphics, Inc. Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies): Name: Sherwood Partners, Inc. Internal Address: Suite 543 Street Address: 1849 Sawtelle Boulevard City: Los Angeles State: CA Zip: 90025 Additional name(s) & address(es) attached? [] Yes [X] No

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3. Nature of Conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other: Execution Date: April 12, 2003

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: A. Patent Application No.(s): 09/760,371 09/684,315 10/074,150 B. Patent No.(s): Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Brian M. Hoffman, Esq. Fenwick & West LLP Internal Address: Silicon Valley Center Street Address: 801 California Street City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: [3] 7. Total fee (37 CFR 3.41): \$120.00 [X] Check Enclosed [] Fee Transmittal Enclosed [] Charge the indicated fees to the below mentioned deposit account. 8. Deposit Account No.: 19-2555

07/07/2003 ECOPER 00000167 09760371 01 FC:0021 120.00 00

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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. Brian M. Hoffman, Reg. No. 39,713 Name of Person Signing [Signature] Signature July 2, 2003 Date

Total number of pages including cover sheet, attachments, documents: [4]

Mail documents to be recorded with required cover sheet to: MS Assignment Recordation Services, Director of US Patent & Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450 Case Docket Nos.: 23904-04893; -04894; 05791

PATENT REEL: 014229 FRAME: 0787

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P. 1

GENERAL ASSIGNMENT

This Assignment is made this ^{12th day} 1st day of April, 2003, by Intrinsic Graphics, Inc., a California corporation, which conducted business at 1340 Space Park Way, Mountain View, California, 94043, hereinafter referred to as Assignor, to Sherwood Partners, Inc., hereinafter referred to as Assignee.

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as may be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants and other professionals as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to

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P. 2

do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor, software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property"). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

This General Assignment may be executed in counterparts and the counterparts shall together constitute one document.

Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

Federal # 770502028

Assignor:

Intrinsic Graphics, Inc.

By: 

T. Paul Thomas, President and CEO

Assignee:

Sherwood Partners, Inc.

By: 

Michael A. Maily, President

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