

08-22-03

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8/20/03

08-29-2003

SHEET



102538158

Attorney Docket Number: 90747

Mail Stop Assignments
COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, VA 22313-1450

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): OPTIMIZE, Inc.		Execution Date: July 17, 2003	2. Name and address of receiving party(ies): Sherwood Partners, Inc. 1849 Sawtelle Blvd. Suite 543 Los Angeles, CA 90025	
Additional names attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:		-to- Stryker Corporation 2725 Fairfield Road Kalamazoo, Michigan 49002		
4. Application number(s) or patent number(s): 5,296,318 issued 7/20/99 (see attached sheet for additional numbers)				
If this document is being filed together with a new application, the execution date of the application is:				
A. Patent Application No.(s)		B. Patent No.(s)		
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
5. Mail correspondence to: WINSTON & STRAWN LLP Customer No. 28765		6. Number of applications and patents involved: 8		
		7. Total estimated fee (37 CFR 3.41):\$ 320.00		
		8. Please charge the required fee and deficiencies in the fee, if any, to Deposit Account Number: ... 501-814		
DO NOT USE THIS SPACE				
9. Statement and signature. <i>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.</i>				
For: Stephan J. Filipek - Reg. No.: 33,384		 Signature		August 20, 2003 Date
Total number of pages including cover sheet:				8

08/27/2003 GTOM11 00000122 501814 5296318
01 FC:8021 320.00 DA

ADDITIONAL PATENT NUMBERS

6,008,939, issued 12/28/99

6,219,186, issued 4/17/01

6,040,946, issued 3/21/00

6,101,038, issued 8/8/00

6,480,174, issued 11/12/02

D462,981, issued 9/17/02

D462,708, issued 9/10/02

GENERAL ASSIGNMENT

This Assignment is made this 17th day of July, 2003, by Optimize, Inc., which conducted business at 420 Blossom Hill Road, Los Gatos, California, hereinafter referred to as Assignor, to Sherwood Partners, Inc., a California corporation, 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 and to the attorney, if any, for Assignor.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants 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 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"). Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor represents and warrants that, to the knowledge of the officers of Assignor, 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).

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

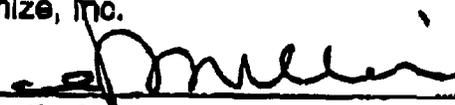
IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

Federal # 77-0468206

Assignor:

Optimize, Inc.

By: 

Its: CEO

Assignee:

Sherwood Partners, Inc.

By: 

Its: PM

ASSIGNMENT AND BILL OF SALE AGREEMENT

This Assignment and Bill of Sale Agreement (the "Agreement") is made as of August 1, 2003, by and between Sherwood Partners, Inc., a California corporation, solely as Assignee for the Benefit of Creditors of Optimize, Inc. (the "Seller"), and Stryker Corporation, a Michigan corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of July 31, 2003 (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. **Sale and Assignment of Required Assets.** Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased the Required Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of its right, title and interest in and to the Required Assets.
2. **Assumption of Assumed Liabilities.** Buyer does not agree to assume or pay any Excluded Liabilities or any other debts, obligations or liabilities of Seller or Assignor not expressly assumed by Buyer in the Asset Purchase Agreement.
3. **Cooperation.** Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Required Assets and the assumption of the Assumed Liabilities.
4. **Effect of Agreement.** Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

(signatures on next page)

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

SELLER:

Sherwood Partners, Inc.
solely as Assignee for the Benefit
of Creditors of Optimize, Inc.

By: _____

Its: _____

BUYER:

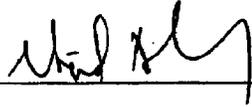
Stryker Corporation

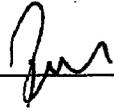
By:  _____

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

SELLER:

Sherwood Partners, Inc.
solely as Assignee for the Benefit
of Creditors of Optimize, Inc.

By:  _____

Its:  _____

BUYER:

Stryker Corporation

By: _____

Its: _____