

FORM PTO-1596

1-31-92

RECORD

10-22-2003

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Docket No.: 50277-2374

102581267

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

## 1. Name of Conveying Party(ies):

FileFish, Inc.

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

## 3. Nature of Conveyance:

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

Execution Date: 6/11/2003

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

Name: OIC Acquisition III Corporation

Internal Address:

Street Address: 500 Oracle Parkway

City: Redwood Shores State/Country CA ZIP: 94065

Additional name(s) & address(es) attached? ☐ Yes

## 4. Application number(s) or patent number(s):

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

## A. Patent Application No(s).

10/259,183 filed 9/26/02

## B. Patent No(s).

Additional numbers attached? ☐ Yes

## 5. Name and address of party to whom correspondence concerning

Document should be mailed:

Name: HICKMAN PALERMO TRUONG &amp; BECKER LLP

Internal Address:

Street Address: 1600 Willow Street

City: San Jose State: CA Zip: 95125

## 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

## 8. Deposit account number:

50-1302

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.

Brian D. Hickman, Reg. 35,894

October 4, 2003

Name and Registration No. of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

CMB No. 0851-0011 (exp. 4/94)

10/21/2003 6TOM11 00000109 10259183

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OID# 2003-269-01

PATENT  
REEL: 014583 FRAME: 0566



## ASSIGNMENT OF PATENTS

This Assignment of Patents (this "*Assignment*") is made as of June 11, 2003 by FileFish Inc., a Delaware corporation (the "*Assignor*"), to OIC Acquisition III Corporation, a Delaware corporation (the "*Assignee*"). Unless the context requires otherwise, each capitalized term used but not defined herein shall have the meaning assigned to such term in the Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, Oracle Corporation, a Delaware corporation, Aleksandra Vikati and Edwin Ong (the "*Purchase Agreement*").

### RECITALS

A. Pursuant to the Purchase Agreement, Assignor agreed to sell, assign, transfer, convey and deliver to Assignee the Assets, including, without limitation, all of Assignor's right, title and interest in, to and under Assignor's patents and patent applications.

B. The obligation of Assignee to purchase the Assets and assume the Assumed Liabilities under the Purchase Agreement is conditioned in part on the execution and delivery of this Assignment.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents (as that term is defined below).

### ASSIGNMENT

In consideration of entering into the Purchase Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, (a) all worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on *Schedule A* hereto (together, the "*Patents*"); (b) all rights of priority in any Patent, together with all rights to recover damages for past infringements and any other causes of action related to any Patent, including, but not limited to, infringement of Assignor's provisional rights therein, whether arising prior to or subsequent to the date of this Assignment; (c) any and all patents and patent applications claiming priority from any Patent; (d) all divisional, continuation, continuation-in-part, substitute, request for continued examination, renewal, reexamination, reissue, and other extensions and applications of any Patent (including any and all foreign counterpart patents and applications) which have been or may be filed in the United States or elsewhere in the world; and (e) any and all renewals and extensions of any Patent that may hereafter be filed under the laws now or hereafter in effect in the United States and in any other country, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Patents not been made.



Assignor agrees that Assignee may apply for and receive patents for subject matter disclosed in any Patent, in Assignee's own name.

Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities, including but not limited to United States or foreign governments or patent offices, for recordation of this document.

The Assignor shall execute or cause to be delivered to the Assignee such instruments and other documents, and shall take such other actions, as the Assignee may reasonably request after the date hereof, for the purpose of carrying out or evidencing the assignment of the Patents pursuant to this Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

*[Remainder of page intentionally left blank.]*



IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first written above.

FILEFISH INC.

By: 

Name: ALEXSANDRA VIKATI

Title: PRESIDENT

ACKNOWLEDGED AND ACCEPTED:

OIC ACQUISITION III CORPORATION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNATURE PAGE TO THE ASSIGNMENT OF PATENTS



IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first written above.

FILEFISH INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED AND ACCEPTED:

OIC ACQUISITION III CORPORATION

By: *Charles Rozant*

Name: Charles Rozant

Title: ENP

Date: 6/11/03

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SIGNATURE PAGE TO THE ASSIGNMENT OF PATENTS



*Schedule A*

U.S. Patent or Application Number	Title
1 10/259,183 (filed September 26, 2002)	PROVIDING REMOTE ACCESS TO NETWORK APPLICATIONS USING A DUAL PROXY