

11-25-2003

Form PTO-1595
(Rev. 10/02)

RE



U.S. DEPARTMENT OF COMMERCE
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OMB No. 0651-0027 (exp. 6/30/2005)

102608210

Tab settings

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

1. Name of conveying party(ies):

Richard M. Onyon

11-24-03

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: October 31, 2003

2. Name and address of receiving party(ies)

Name: fusionOne, Inc.

Internal Address: _____

1 Almaden Boulevard, 11th Floor

Street Address: _____

City: San Jose State: CA Zip: 95113

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: _____

A. Patent Application No.(s)

09/753,644

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Larry E. Vierra

Internal Address: _____

Vierra Magen Marcus Harmon & DeNiro LLP

Street Address: _____

685 Market Street, Suite 540

City: San Francisco State: CA Zip: 94105

6. Total number of applications and patents involved: 0 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

501826

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

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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.

Burt Magen, Reg. No. 37,175

Name of Person Signing

Jamy Vair
Signature

11-2-03

Date

Total number of pages including cover sheet, attachments, and documents: 0 3

Mail documents to be recorded with required cover sheet information to:

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PATENT
REEL: 014713 FRAME: 0575

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Richard M. Onyon, a resident of 1477 Whiterock Court, San Jose, California 95125 hereinafter termed "Inventor"), has invented certain new and useful improvements in:

DATA PACKAGE INCLUDING SYNCHRONIZATION DATA

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1. On the day of , 20;

Or

2. Said application having Application Number 09/753,644 and filed on the 2nd day of January 2001.

WHEREAS fusionOne, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 1 Almaden Boulevard, 11th Floor, San Jose, CA 95113, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure;

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Attorney Docket No.: FUSN1-01006US0
fusrn/1006/1006.assignment-002

PATENT
REEL: 014713 FRAME: 0576

(c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee.

Richard M. Onyon Oct 31, 2003
Richard M. Onyon

State of California
County of Santa Clara

On October 31, 2003 before me, Jacqueline Nazaradeh, Notary Public
(name and title of officer)

personally appeared Richard M. Onyon, 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/she executed the same in his/her authorized capacity, and that by his/her 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.

Signature Jacqueline Nazaradeh

