


Substitute Form PTO-1595
Attorney Docket No.: 11125-005004

RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner for Patents: Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): ClearWay Technologies, LLC Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Xcelera Inc. c/o Vik Brothers International 10 Ashton Drive Greenwich, CT 06831 Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Notice of Proposal to Retain Patent Rights Execution Date: 12/23/2002	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): 09/878,738 B. Patent No(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: FAUSTINO A. LICHAUCO Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110-2804	6. Total number of applications/patents involved: 1 7. Total fee (37 CFR §3.41): \$40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
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>	
Faustino A. Lichauco Reg. No. 41,942 Name of Person Signing	 Signature
	6/23/04 Date
Total number of pages including coversheet, attachments and document: 11	

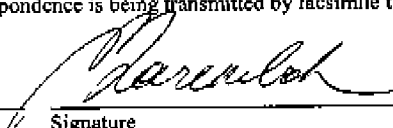
CIH \$40.00 061050 09878738

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CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

June 23, 2004
Date of Transmission


Signature

Irja Zarembok
Typed Name of Person Signing Certificate

PATENT

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REEL: 014767 FRAME: 0783

**NOTICE OF PROPOSAL TO RETAIN COLLATERAL
(Pursuant to the Uniform Commercial Code of New York)**

**TO: CLEARWAY ACQUISITION, INC., a corporation incorporated under
the laws of Delaware ("Debtor")**
**AND-TO: MIRROR IMAGE INTERNET, INC., a corporation incorporated under
the laws of Delaware**

TAKE NOTICE THAT, pursuant to the *Uniform Commercial Code of New York*, the undersigned, Xcelera Inc., proposes to retain those assets of the Debtor set out on Schedule A hereto in satisfaction of those obligations of the Debtor to Xcelera Inc. set out on Schedule B hereto.

AND TAKE NOTICE THAT, unless you object to the proposal contained herein within twenty-one (21) days after receipt of this notice, the undersigned, Xcelera Inc., will be free to hold or dispose of the said assets free from any right or interest which you may have.

Dated December 23, 2002.

XCELERA INC.

By: 

SCHEDULE A
ASSETS TO BE RETAINED

Xcelera Inc. proposes to retain the assets listed below (as defined in the Amended and Restated Guarantee and Collateral Agreement dated August 31, 2001, between the Debtor and Xcelera Inc.):

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Contracts;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all Equipment;
- (g) all General Intangibles;
- (h) all Instruments;
- (i) all Intellectual Property, including all Copyrights, Copyright Licenses, Patents, patent Licenses, Trademarks, and Trademark Licenses; including Patents and Patent Applications listed in the conditional assignment of and security interest in patent rights as recorded at the U.S. Patent Office beginning on reel 011763, frame 0637, a copy of which is attached herewith;
- (j) all Inventory;
- (k) all Investment Property;
- (l) all Letter-of-Credit Rights
- (m) all other property not otherwise described above;
- (n) all books and records pertaining to the Collateral; and
- (o) to the extent not otherwise included, all Proceeds, Supporting Obligations and Products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, Xcelera Inc. does not intend to and will not retain any of the following assets of the Debtor:

- (a) Any interest of the Debtor in any leases or agreements to lease,
- (b) Any property properly subject to the security of secured parties identified in the Uniform Commercial Code of New York.

SCHEDULE B**OBLIGATIONS TO BE SATISFIED**

Principal balances of the financings below made under the Amended and Restated
Guarantee and Collateral Agreement dated August 31, 2001, between the Debtor and Xcelera Inc.:

Funding	Date	Amount
XLA #1	1/31/01	\$ 682,000
XLA #2	2/7/01	\$ <u>338,000</u>
		\$ 1,020,000

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN PATENT RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN PATENT RIGHTS ("Conditional Assignment"), dated as of April 9, 2001 is made by Clearway Acquisition, Inc., a Delaware corporation (the "Borrower"), in favor of Xcelera Inc., a Delaware corporation (the "Lender"), party to the Loan Agreement, dated as of March 30, 2001 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Borrower and the Lender. Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the Lender has agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, Mirror Image Internet, Inc., a Delaware corporation and parent company of the Borrower, and the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of March 30, 2001, in favor of the Lender (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Lender a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Loan Agreement, the Borrower agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Patents (including, without limitation, those items listed on Schedule A hereto), to the Lender to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Borrower for the purpose of recording the conditional assignment and grant of

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PATENT
REEL: 011763 FRAME: 0638

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REEL: 014767 FRAME: 0787

security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lender in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patents granted hereby are more fully set forth in the Loan Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CLEARWAY ACQUISITION, INC.

By: 
Name:
Title:

XCELERA INC.

By: 
Name:
Title:

SCHEDULE A

U.S. Patents Registrations and Applications

(please see the attached schedule)

Clearway Patents

Description	Country	Patent/Application Number	Filed/Issued	Status
Web Serving System	United States	5,991,809	11/23/1999	Issued
Web Serving System	WIPO	PCT/US97/10397	7/25/1997	Nat Phase
Web Serving System	United States		7/25/1997	Issued (11/23/1999)
Web Serving System (Con 1)	United States	09/396,323	9/15/1999	Pending
Web Serving System (Con 2)	United States	09/553,659	4/21/2000	Pending
Distributed Web Serving System	United States	09/575,414	5/19/2000	Pending
Serving Dynamic Web-Pages	United States	09/668,110	9/22/2000	Pending

PATENT
 REEL: 011763 FRAME: 0642
 PATENT
 REEL: 014767 FRAME: 0791

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E-MAIL ADDRESS

JACohen@stblaw.com

BY EXPRESS MAIL

April 25, 2001

Re: Recordation of Conditional Assignment and Security Interest

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Assignment Division
1213 Jefferson Davis Hwy, 3rd Floor
Arlington, VA 22202

RECEIVED
MAY 27 PM 3:29
ASSIGNMENT SERVICES
DIVISION

Dear Madam or Sir:

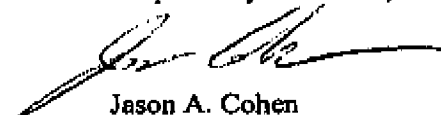
Enclosed for recording please find a Conditional Assignment of and Security

Interest in Patent Rights in favor of Xcelera Inc., covering 1 U.S. patent, 4 U.S. patent applications and 1 international PCT application.

A check for \$240 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,



Jason A. Cohen

Enclosure

LONDON COLUMBUS HONG KONG LOS ANGELES TOKYO PALO ALTO SINGAPORE

RECORDED: 04/27/2001

PATENT
REEL: 011763 FRAME: 0643

RECORDED: 06/23/2004

PATENT
REEL: 014767 FRAME: 0792