FORM PTO-1595 (Rev. 6-93)

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OMB No. 0651-0011 (exp. 4/94)

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U.S. Department of Commerce Patent and Trademark Office

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| 2. Name and address of receiving party:  |
|--|
| Name: Longitude, Inc.  |
|  |
| Address: 2 Hudson Place  |
| Hoboken, New Jersey 07030  |
| _  |
|  |
| Additional name(s) & address(es) attached? □ Yes   No  |
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| e ***  |
| the execution date of the application is:  |
| B. Patent No.(s)   |
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| s attached? □ Yes  No  |
| the execution date of the application is:  B. Patent No.(s)  B. Patent No.(s)  |
| 6. Total number of applications and patents involved: 1  |
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| 7. Total fee (37 C.F.R. 3.41) \$ 40.00   |
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## ASSIGNMENT

WHEREAS, we,

Jeffrey LANGE 3 East 84<sup>th</sup> Street, Apt. 3 New York, New York 10028

Citizenship: United States

Kenneth Charles BARON 51 West 86<sup>th</sup> Street, Apt. #602 New York, New York 10024

Citizenship: United States

Charles WALDEN 43 Glenwood Road Montclair, New Jersey 07043

Citizenship: United States

Marcus HARTE 389 Garretson Road Bridgewater, New Jersey 08807

Citizenship: Ireland

have made new and useful inventions and discoveries in ENHANCED PARIMUTUEL WAGERING, for which an application for Letters Patent was filed with the U.S. Patent and Trademark Office on August 13, 2003 as Serial No. 10/640,656; and

WHEREAS Longitude, Inc., a corporation organized and existing under the laws of the state of Delaware, and having a place of business at 2 Hudson Place, Hoboken, New Jersey 07030, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited,

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said

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applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

- 2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.
- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of our entire right, title, and interest therein or otherwise as Assignee may direct.
- 4. Warrant that we have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.
- 5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of my heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

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Jeffrey LANGE

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IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 10 day of 10 day., 2003.

9 Ganeth Ban Kenneth Charles BARON

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Charles WALDEN

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this <u>3</u> day of <u>DECEMBER</u>, 2003.

Morcus HARTE

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**RECORDED: 01/08/2004** 

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