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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Neometrix Acquisition I, Inc.

2. Name and address of receiving party(ies)

Name: Zeosoft Technology Group, Inc.

Internal Address: _____

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

3. Nature of conveyance:

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

Street Address: 5487 Jet Port Industrial Boulevard

City: Tampa State: Florida Zip: 33634

Execution Date: January 15, 2004

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) 09/670,988 filed 09/26/2000;
10/434,495 filed 05/08/2003; 60/337,579 filed 10/26/2001;
10/268,924 filed 10/11/2002; and PCT/US02/32374 filed 10/11/2002
and 10/735,868 filed 12/16/2003

B. Patent No.(s) 6,125,363 issued 09/26/2000

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kevin A. Buford, Esq.

Internal Address: _____

Street Address: Holland & Knight LLP

1600 Tysons Blvd., Suite 700

City: McLean State: VA Zip: 22102-481

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41).....\$ 280.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

2004 FEB -4 AM 7:20
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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.

Kevin A. Buford

Name of Person Signing

Signature

January 24, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:
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02/05/2004 ECOOPER 00000027 09670988

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280.00 DP

PATENT
REEL: 014946 FRAME: 0151

PATENT RIGHTS ASSIGNMENT

This Assignment is made and executed this 15th day of January, 2004, but effective for all purposes as of August 29, 2003, by NEOMETRIX ACQUISITION I, INC., a Delaware corporation having its principal place of business at 8910 Route 108, Suite C, Columbia, Maryland 21045 (hereinafter "Assignor"), to and in favor of by ZEOSOFT TECHNOLOGY GROUP, INC., a Florida corporation, having its principal place of business located at 5487 Jet Port Industrial Boulevard, Tampa, Florida 33634 (hereinafter "Assignee").

Whereas Assignor previously received the entire right, title and interest in and to all patents, patent applications, and the inventions described in:

(a) the application for United States Letters Patent entitled "Distributed, Multi-User, Multi-Threaded Application Development System and Method" filed on March 30, 1998, identified by Serial No. 09/050,545, and issued as U.S. Patent No. 6,125,363 (Inventors – Eugene Buzzeo and Stan Campbell),

(b) the continuation application for United States Letters Patent entitled "Distributed, Multi-User, Multi-Threaded Application Development System and Method" filed on September 26, 2000, and identified by U.S. Serial No. 09/670,988 (Inventors – Eugene Buzzeo and Stan Campbell),

(c) the continuation application for United States Letters Patent entitled "Distributed, Multi-User, Multi-Threaded Application Development System and Method" filed on May 8, 2003, and identified by U.S. Serial No. 10/434,495 (Inventors – Eugene Buzzeo and Stan Campbell),

(d) the provisional application for United States Letters Patent entitled "Distributed, Multi-User, Multi-Thread Application Development System and Method" filed on October 26, 2001, identified by Serial No. 60337,579,

(e) the continuation-in-part application for United States Letters Patent entitled "System for Development, Management and Operation of Distributed Clients and Servers" filed on October 11, 2002, and identified by U.S. Serial No. 10/268,924 (Inventors – Robert DeAnna, Bryan Freeland, Bill Gockeler, Eric Huestis, Michael Huestis and Dan McFeely),

(f) the PCT application entitled "System for Development, Management and Operation of Distributed Clients and Servers" filed on October 11, 2002, and identified by Serial No. PCT/US02/32374 (Inventors – Robert DeAnna, Bryan Freeland, Bill Gockeler, Eric Huestis, Michael Huestis and Dan McFeely),

(g) the continuation application for United States Letters Patent entitled "Distributed, Multi-User, Multi-Threaded Application Development System and Method" filed on December 16, 2003, and identified by U.S. Serial No. 10/735,868 (Inventors – Eugene Buzzeo and Stan Campbell),

(hereinafter collectively referred to as the "Patent(s)"), Assignor having received such right, title and interest in the Patent(s) by assignment from 5580 Holdings, Inc., Buzzeo, Inc. on or about April 1, 2003, and filed for recordation on or about July 2, 2003; and

Whereas Assignor assigned its entire right, title and interest in and to all patents and patent applications to Assignee for valuable consideration; and

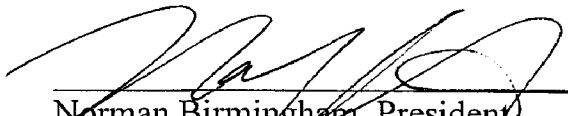
Whereas Assignee has provided such valuable consideration to Assignor;

Accordingly, the parties agree as follows:

1. By that certain Bill of Sale and Assignment dated August 29, 2003, Assignor has conveyed and assigned, and by these presents confirms that it hereby conveys and assigns to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the Patent(s) and the invention or inventions disclosed in them, in all countries throughout the world, including the rights to sue for any and all past infringements and rights to claim priority, including all continuation, continuation-in-part and divisional applications, and all reexaminations and continuing prosecution applications based in whole or in part on the Patent(s), and including all patents, renewals and reissues resulting from it, and all counterparts to the Patent(s) that have been or may be filed outside the United States, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent(s), further including all continuation, continuation-in-part and divisional applications, renewals and substitutes based in whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models and reissues based upon or resulting from any of the non-U.S. counterparts.
2. Assignor hereby grants to Assignee the sole and exclusive right to prosecute the Patent(s) and all related applications as described in Paragraph 1 above, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Assignor authorizes all governmental bodies having the power to issue patents, reissues, inventor's certificates or utility models to issue a patent, reissue, inventor's certificate or utility model based on the Patent(s) or any related applications as described in Paragraphs 1 above in the name of Assignee.
3. Assignor agrees upon request and without further consideration, but at Assignee's expense: (a) to assist Assignee in prosecuting the Patent(s) and all related applications as described in Paragraphs 1 and 2 above, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) to provide Assignee with information concerning the Patent(s) to enable Assignee to obtain, secure, protect and enforce the rights granted under this Assignment; (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure, protect and enforce the rights granted under this Assignment; and (d) to perform all acts reasonably necessary to enable Assignee to obtain, secure, protect and enforce the rights granted under this Assignment.
4. Assignee may assign the rights under this Assignment in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.
5. Assignor acknowledges that Assignee has provided valuable consideration for the rights granted under this Assignment. Assignor also represents that the undersigned is duly authorized

to execute this Assignment on behalf of Assignor.

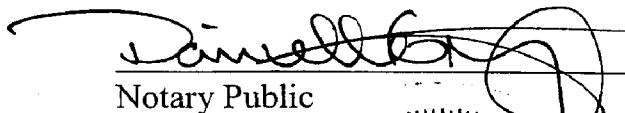
Date 1/15/04


Norman Birmingham, President
NEOMETRIX ACQUISITION I, INC., a
Delaware corporation

STATE OF MARYLAND)
) ss.
COUNTY OF Baltimore)

On this 15th day of January, 2004, Norman Birmingham, who is known to me to be the person whose name is subscribed to the foregoing instrument, personally appeared and executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.


Notary Public

My Commission Expires:

4.23.07

