Electronic Version v1.1

Stylesheet Version v1.1

]
SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY	DATA			
	Name Execution Date			
Weniwen Technologie	s Limited		09/25/2002	
Weniwen Technologie	es, Inc.		09/25/2002	
Rupert Purser			09/25/2002	
Bruno Arboit			09/25/2002	
Name:	Malaysia Venture Capital Management Berhad			
Street Address:	Level 11, Bangunan Bank Industri			
Internal Address:	1016, Jalan Sultan Ismail			
City:	Kuala Lumpur			
State/Country:	MALAYSIA			
Postal Code: 50250			034	
PROPERTY NUMBER	S Total: 5			0975803 [,]
Property Type		Number		e
Application Number:		09758034		\$200.00
Application Number:		09613472		\$20
Application Number:		3849		СН
Application Number:		4465		Ĩ
Application Number: 1		0031		

CORRESPONDENCE DATA

Fax Number:	(617)832-7000
Correspondence will be sent via US Mail when the fax attempt is unsucc	
Phone:	6178321241
Email:	tbarbuto@fhe.com
Correspondent Name:	Kevin A. Oliver
Address Line 1:	155 Seaport Boulevard
Address Line 2:	Seaport World Trade Center West

500004685

Address Li	ne 4:
------------	-------

NAME OF SUBMITTER:

Kevin A. Oliver

Total Attachments: 20

source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page1.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page2.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page3.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page4.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page5.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page6.tif source=NSO-007.01 Weniwen&liquidators to Malaysia#page7.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page8.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page9.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page10.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page11.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page12.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page13.tif source=NSO-007.01 Weniwen&liquidators to Malaysia#page14.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page15.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page16.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page17.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page18.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page19.tif source=NSO-007.01 Weniwen&liquidators_to_Malaysia#page20.tif

DATED 25 September 2002

- (1) WENIWEN TECHNOLOGIES LIMITED (In Creditors' Voluntary Liquidation)
- (2) WENIWEN TECHNOLOGIES INC
- (3) RUPERT PURSER and BRUNO ARBOIT (Joint and Several Liquidators)

(4) Malaysia Venture Capital Management Be

SALE AND PURCHASE AGREEMENT

Relating, inter alia, to the sale and purchase of the Weniwen business

ŕ

PATENT REEL: 014996 FRAME: 0506

ł

INDEX

	lse	'age
1.	DEFINITIONS	3
2.	SALE OF THE ASSETS	5
3.	PURCHASE PRICE	5
4.	COMPLETION	
5.	LIABILITY AND WARRANTIES	6
6.	LIQUIDATORS' CAPACITY	8
7.	DIRECTOR'S CAPACITY	8
8.	INTEREST	8
9.	GENERAL	8
10.	NOTICES	9
11.	GOVERNING LAW AND JURISDICTION	10
SCE	HEDULE 1 - DETAILS OF THE ASSETS	

PATENT REEL: 014996 FRAME: 0507

THIS AGREEMENT is made the 2 plate of September 2002

BETWEEN:

- (1) WENIWEN TECHNOLOGIES LIMITED (in Creditors' Voluntary Liquidation) a company incorporated in Hong Kong and whose registered office is at Room 3637, 3rd Floor, Annex Building, Hong Kong University of Science and Technology, Clear Water Bay, Hong Kong (the "First Vendor");
- (2) WENIWEN TECHNOLOGIES INC a company incorporated in the United States of America and whose registered office was formerly at 2443 Fillmore Street #320, San Francisco CA 94115 and is now at 507 Polk Street, Suite 200, San Francisco CA 94012 (the 'Second Vendor');
- (3) RUPERT PURSER and BRUNO ARBOIT of Messrs Baker Tilly of 10/F, Universal Trade Centre, 3 Arbuthnot Road, Central, Hong Kong as the Joint and Several Liquidators of the First Vendor (the "Liquidators"); and

(4)	Malaysia Venture Capital	Management Berhad ompany incorporated in <u>Malay</u> whose
• •	registered office is at	(the "Purchaser"),
(each	1016 Jalan Sultan Ismail a "party" and together the "parties").	l, Level 11 Bank Industri 50250 Kuala Lumpur Malaysia

RECITALS:

- (A) On 9 September 2002, creditors resolved to wind up the First Vendor and the Liquidators were appointed as the Joint and Several Liquidators of the First Vendor pursuant to Hong Kong Companies Law.
- (B) The First Vendor and the Second Vendor (by way of majority shareholder consent) have agreed to sell and the Purchaser has agreed to purchase whatever right title and interest the First and Second Vendors may have in the Assets.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement, the words and expressions listed below shall bear the meanings set opposite them unless the context otherwise requires:

"Agreement" means this Agreement;

PATENT REEL: 014996 FRAME: 0508

"Assets" means the Weniwen business assets which encompass the following:

- 1. Chattels
- 2. Goodwill
- 3. Intellectual Property
- 4. Interest in Shenzhen WOFE (Clause 5.5)
- 5. Intendi Entities (Clause 5.6)

Cash balances and Accounts Receivables are specifically excluded from the Assets.

"Companies" mean Weniwen Technologies Ltd and Weniwen Technologies Inc.

"Completion" means the performance by the parties of their respective obligations in accordance with the provisions of Clause 4;

"Completion Date" means the date of this Agreement;

"Encumbrance" includes any mortgage, charge, pledge, lien, assignment by way of security or other security interest, but not including any right of indemnity in favour of the Liquidators that has arisen in respect of the Liquidators' fees;

"HK\$" means Hong Kong dollars, the lawful currency for the time being of Hong Kong;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Purchase Price" means the amount of HK\$765,088_0payable in accordance with Clause 3.

- 1.2 Words and phrases defined for the purposes of or in connection with any statutory provision shall where the context so requires be construed as having the same meaning in this Agreement and references to statutory provisions shall where the context so admits or requires be construed as references to those provisions as amended consolidated extended or re-enacted from time to time.
- 1.3 Words denoting the singular include the plural and vice versa, words denoting one gender include all genders and words denoting persons include corporations and vice versa.
- 1.4 References to "this Agreement" shall include its recitals and schedules. References to clauses, sub-clauses or schedules are unless the contrary is indicated to clauses, sub-clauses or schedules to this Agreement.
- 1.5 Headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2. SALE OF THE ASSETS

The First Vendor and the Second Vendor shall sell and the Purchaser shall purchase on the Completion Date whatever right, title or interest the First and Second Vendors have in the Assets.

3. PURCHASE PRICE

- 3.1 The Purchase Price shall be paid in full on Completion.
- 3.2 The Purchase Price is apportioned by the purchaser in respect of the assets as follows:

Asset	HK\$ Consideration
Chattels	-0-
Goodwill	-0-
Intellectual Property (Exclusive)	765,088.00
Intellectual Property (Non-exclusive-Clause 3.5)	-0-
Interest in Shenzhen WOFE (Clause 5.5)	-0-
Intendi Entities (Clause 5.6)	
Total	705,000.00

3.3

All payments to be made to the First and Second Vendors pursuant to this Agreement shall be made by way of banker's draft(s), cashiers order(s) issued by a prime licensed bank in Hong Kong acceptable to the Liquidators in favour of "Baker Tilly PurserBlade Asia Limited - Client Account", or by way of telegraphic transfer to Baker Tilly's client trust account and the banker's draft(s), cashiers order(s) or telegraphic transfer, as appropriate, shall be dated the Completion Date.

- 3.4 The consideration, as per the apportionment at Clause 3.2, shall be divisible and transfer of title and completion of the sale of each class of asset will not be subject to the completion of the sale of other classes of assets.
- 3.5 Where the Purchaser's offer is subject to the non-exclusive purchase of Intellectual Property, the Vendors may sell the Intellectual Property rights to several parties providing each party with joint title and rights to exploit the Intellectual Property. This will be enacted through a licence, franchise or another legal mechanism to be determined, subject to legal advice at the Purchaser's expense.

4. COMPLETION

4.1 Completion shall take place immediately after the execution of this Agreement at the offices of the Liquidators or at such other place as the Liquidators may direct.

PATENT REEL: 014996 FRAME: 0510

4.2 On Completion, the Purchaser shall:

- (a) in the event that the Purchaser has executed this Agreement by its lawful attorney, deliver to the Liquidators a certified copy of the duly executed power of attorney appointing the attorney to execute this Agreement; and
- (b) pay to the First Vendor the Purchase Price (the Purchase Price is to be held on trust by the First Vendor for both the First and Second Vendors) together with the First and Second Vendors' legal costs (Clause 8.1).
- 4.3 On Completion, and subject to the performance by the Purchaser of the matters set out in Clause 4.2, title shall be deemed to pass from the First and Second Vendors to the Purchaser in respect of all Assets as set in Schedule 1.
- 4.4 The Vendors will provide reasonable administrative assistance to the Purchaser, subject to their costs being met by the Purchaser, to facilitate delivery and transfer of the Assets as set out in Schedule 1. For the avoidance of doubt the Purchaser may wish to engage Dr Pascale Fung as a consultant on terms to be mutually agreed. Such an engagement is outside the scope of this Sale & Purchase Agreement, which Dr Pascale Fung is not a party to.

5. LIABILITY AND WARRANTIES

- 5.1 The Liquidators hereby declare that they have not since their appointment as the Joint and Several Liquidators of the First Vendor knowingly created any Encumbrance over the Assets.
- 5.2 The Purchaser hereby acknowledges that in entering into this Agreement, it is not acting in reliance upon any representation made to it by the First or Second Vendor or the Liquidators or any of their respective agents or employees, whether the same is in writing or otherwise, but is relying on its own investigations and in particular but without prejudice to the generality of the foregoing, nothing herein shall in any way be taken to imply any warranty or assurance whatsoever by the First Vendor or Second Vendor or the Liquidators in respect of the Companies' title to the Assets. Further, the Purchaser acknowledges that it is relying solely on its own investigation into such matters.
- 5.3 The Purchaser acknowledges that the Liquidators' knowledge in relation to the Assets is limited and accordingly no warranty or assurance whatsoever is given in respect of the Assets and that the First Vendor and Second Vendor is selling only such rights and title to the Assets as the First Vendor and Second Vendor may have. Furthermore, the First and Second Vendors have specifically told the Purchaser that the Purchaser must rely absolutely on the Purchaser's own opinion and/or professional advice concerning the Assets and any other assets and liabilities of the Companies.

PATENT REEL: 014996 FRAME: 0511

The Purchaser agrees that the terms and conditions of this Agreement and the exclusions and limitations contained in it are fair and reasonable having regard to the following:

5.4

- (a) that this is a sale primarily by an insolvent company in circumstances where it is usual that no representations and warranties can be given by or on behalf of the First or Second Vendor or the Liquidators;
- (b) that the Purchaser has relied solely upon the Purchaser's own opinion and/or professional advice concerning the Assets; and
- (c) that the Purchaser has agreed to purchase the Assets based upon the present state and condition of the Assets, for a consideration which takes into account the risk to the Purchaser represented by the parties' belief that the said exclusions and limitations are or would be recognised by the Courts.
- 5.5 The First Vendor has an interest in a wholly owned foreign enterprise ("WOFE"). Transfer of this interest will be subject to local PRC regulatory approval and the replacement of its legal representatives (similar to directors). It is believed that the WOFE has ceased to trade, is insolvent and that its assets have been seized by local creditors in the PRC. Any consideration offered and paid for the First Vendor's interest in the WOFE will not be subject to actual transfer of legal or rightful ownership. Completion and formalities to effect the transfer will be the sole responsibility of the Purchaser.
- 5.6 Whilst endeavouring to obtain additional funding two or more entities were incorporated by the Second Vendor. One was Intendi Inc (BVI), the other Intendi (DE) Inc. To the best of the Vendors' knowledge the only shareholder of these entities is Dr Pascale Fung, the Director. However, the Vendors are informed by Dr Fung that she holds her shares on trust for the Second Vendor. Accordingly, the shares in these entities represent an asset of the Second Vendor, which is available to interested parties should they wish.
- 5.7 The Purchaser shall be solely responsible for completing whatever formalities may be required in order to procure that it is registered as the holder of the Assets or is otherwise enabled to exercise the rights of an owner thereof.
- 5.8 The Purchaser shall be solely responsible for all taxes, stamp duty or equivalent imposts levied in connection with the sale and/or transfer of the Assets.
- 5.9 It is hereby expressly agreed that the Liquidators shall have no liability hereunder or under any document executed pursuant hereto.
- 5.10 For the avoidance of doubt, the parties agree that neither the First Vendor, Second Vendor or the Liquidators give any warranty or undertaking or make any representation in respect of the validity of the Company's title to the Assets

PATENT REEL: 014996 FRAME: 0512

6. LIQUIDATORS' CAPACITY

- 6.1 The Purchaser hereby acknowledges and agrees that the Liquidators are parties to this Agreement solely for the purpose of receiving and enforcing the obligations and undertakings made to each of them and none of the Liquidators nor the Liquidators' representatives, partners, staff or agents shall incur any personal liability under the terms of this Agreement or otherwise.
- 6.2 Anything required to be done by the Liquidators in connection with this Agreement (including, without limitation, entering into or giving any notice, request, instruction, waiver, consent, agreement (including any agreement to amend this Agreement) or approval) may be done, executed or given by any one of the Liquidators on behalf of all the Liquidators (in each of their respective capacities).

7. DIRECTOR'S CAPACITY

7.1 The Purchaser hereby acknowledges and agrees that the Director of the First and Second Vendor is a party to this Agreement solely for the purpose of receiving and enforcing the obligations and undertakings made to her and that neither the Director nor the Director's representatives, partners, family, staff or agents shall incur any personal liability under the terms of this Agreement or otherwise.

8. INTEREST

8.1 In the event of any default by the Purchaser in paying any monies due under this Agreement to the First or Second Vendors or the Liquidators, the Purchaser shall pay interest at the rate of 2% above the prime rate for the time being of Standard Chartered Bank calculated on a daily basis from the date of default until all such monies have been paid in full together with all interest.

9. GENERAL

- 9.1 Each party will pay its own costs and expenses in relation to the preparation execution and carrying into effect of this Agreement. Except where legal costs are incurred by the First and Second Vendor, which the Purchaser hereby agrees to reimburse to the First Vendor.
- 9.2 The provisions of this Agreement insofar as they have not been performed at or are capable of taking effect after Completion shall remain in full force and effect notwithstanding Completion and shall not merge on Completion.
- 9.3 No waiver by or on behalf of any party of any requirement of or any rights under this Agreement shall release the other party or parties from the full performance of its or their remaining obligations under this Agreement.

PATENT REEL: 014996 FRAME: 0513

- Any variation to this Agreement shall be effective only if it is in written form and signed by the parties hereto or a duly authorised signatory for and on their behalf. Each signatory to this Agreement hereby represents and warrants that he has authority to enter into and bind the party or parties hereto on whose behalf this Agreement is executed by the signatory.
- 9.5 Time shall be of the essence of this Agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may, by agreement in writing between or on behalf of the Liquidators and the Purchaser, be substituted for them.
- 9.6 If any term in or provision of this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, the term or provision shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.
 - Except for the respective rights and claims of the parties pursuant to the provisions of this Agreement, each signatory to this Agreement confirms that the party on whose behalf he executes this Agreement neither has nor will assert any right or claim against any other party to this Agreement.
- 9.8 The Purchaser hereby releases and discharges the First and Second Vendors from all claims and debts whatsoever that it may have against the First and Second Vendors.

10. NOTICES

9.4

9.7

10.1 Any notice or other document to be given under this Agreement shall only be effective if in writing and shall be left at or sent by pre-paid registered post (if posted to an address in Hong Kong), pre-paid registered airmail (if posted to an address outside Hong Kong), telex or facsimile transmission to the respective addresses or facsimile number set out below for the attention of the persons named below:

The Liquidators

If to the Vendors:

If to the Liquidators:

Fax number:(852) 2536 9066Telephone number:(852) 2826 5018For the attention of:Rupert Purser and
Bruno ArboitMAVCAP
1016 Jalan Sulta Ismail

Level 11 Bangunan Bank Indsutri 50250 Kuala Lumpur Fax: +603-2698-3800 Tel. +003-2050-3000 Attn: Bernard Yaw

9

PATENT REEL: 014996 FRAME: 0514

If to the Purchaser:

or to such other address and/or facsimile number as may have been last notified in writing by such party to all other parties hereto.

10.2 Any such notice or other document shall be deemed to have been duly given upon receipt if left or sent by facsimile transmission and in the case of notice sent by post it shall be deemed to have been given 2 days after posting or 7 days after posting in the case of airmail. In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing such notice was properly addressed and posted or that the applicable means of telecommunication was properly received (as the case may be).

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.
- 11.2 The parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of Hong Kong.
- 11.3 The Purchaser undertakes that it will not bring any proceedings against the First or Second Vendor or the Liquidators other than in the Courts of Hong Kong.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SCHEDULE 1 - DETAILS OF THE ASSETS

- Chattels (as per Appendix A)
 Goodwill

- Intellectual Property
 Interest in Shenzhen WOFE
- 5. Intendi Entities

The above will be delivered on completion.

EXECUTION PAGE

SIGNED by one of the Liquidators for and on behalf of the First Vendor (without personal liability on the part of the Liquidators) in the presence of :

CI- Bake Tilly (HK)

SIGNED by one of the Liquidators on behalf of both of them (without personal liability) in the presence of :

Lisa Jardine - Hargrait of - Sake Tilly (MK)

SIGNED by the Director of the Second Vendor in the presence of :

() Lisa Swaine Hargrain ci- naker Tilly (HK)

SIGNED by for and on behalf of the Purchaser in the presence of :

PATENT REEL: 014996 FRAME: 0517

SCHEDULE 2

FORM OF ASSIGNMENT

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on this

day of

2003

Between

 MALAYSIA VENTURE CAPITAL MANAGEMENT BERHAD (Company No. 545446-U), a company incorporated in Malaysia and having its registered office at Level 11, Bangunan Bank Industri, 1016, Jalan Sultan Ismail, 50250 Kuala Lumpur ("Seller");

And

(2) NUSUARA TECHNOLOGIES SDN BHD (Company No. 599840-M), a company incorporated in Malaysia and having its registered office at 910 (Suite 2), Block B, Phileo Damansara 2, No. 15, Jalan 16/11, Off Jalan Damansara, 46350 Petaling Jaya, Selangor ("Buyer").

WHEREAS:

(A) The Seller had on 25th September 2002 executed a sale and purchase agreement ("First Sale and Purchase Agreement") with (i) WENIWEN TECHNOLOGIES LIMITED (in Creditors' Voluntary Liquidation) a company incorporated in Hong Kong ("First Vendor"); (ii) WENIWEN TECHNOLOGIES INC ("Second Vendor"), a company incorporated in the United States of America and a majority shareholder of the First Vendor; and (iii) RUPERT PURSER and BRUNO ARBOIT of Messrs. Baker Tilly who having been appointed as the Joint and Several Liquidators of the First Vendor ("Liquidators") executed the Sale and Purchase Agreement for and on behalf of the First Vendor.

A true copy of the First Sale and Purchase Agreement is attached hereto as SCHEDULE 1. The Buyer hereby acknowledges that it is has read and understood the terms and conditions and effects of the First Sale and Purchase Agreement.

- (B) Pursuant to the First Sale and Purchase Agreement, the First Vendor and the Second Vendor (by way of majority shareholder consent) have agreed to sell and the Seller has agreed to purchase whatever right title and interest the First and Second Vendors may have as at 25th September 2002 in the Software Programme, the Intellectual Property and the Intellectual Property Rights (each as defined in the Second Sale and Purchase Agreement, as defined below).
- (C) The Seller has agreed to sell and the Buyer has agreed to buy whatever right title and interest which the Seller had acquired in respect of the Software, the Intellectual Property and the Intellectual Property Rights pursuant to the First Sale and Purchase Agreement dated 2003 ("Second Sale and Purchase Agreement"), and the Seller has agreed to assign and the Buyer has agreed to accept on an as-is-where-is basis the assignment of all the Seller's rights title and interest in and to the Software Programme, the Intellectual Property and the Intellectual Property Rights as acquired by the Seller pursuant to the First Sale and Purchase Agreement and subsisting as at the date of the Second Sale and Purchase Agreement.

SKY eoh & Partners (Deed of Assignment)

A true copy of the Second Sale and Purchase Agreement is attached hereto as SCHEDULE 2.

THE PARTIES AGREE as follows:

INTERPRETATION

1.

- 1.1 Except where the context otherwise requires, or unless this Deed of Assignment otherwise provides, all words and expressions defined in the Second Sale and Purchase Agreement when used or referred to in this Deed of Assignment shall have the same meaning as that provided for in the Second Sale and Purchase Agreement.
- 1.2 Headings in this Deed of Assignment are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.3 In this Deed of Assignment, words denoting the singular include the plural and vice versa, and words denoting one gender include all genders.

2. ABSOLUTE ASSIGNMENT

Pursuant to the Second Sale and Purchase Agreement and for the valuable consideration set forth in the Second Sale and Purchase Agreement paid or caused to be paid by the Buyer to the Seller being the purchase consideration payable to the Seller (the receipt of such consideration the Seller hereby acknowledges), the Seller hereby absolutely assigns on an as-is-where-is basis to the Buyer all the Seller's rights title and interest in and to (i) the First Sale and Purchase Agreement, and (ii) the Software Programme, the Intellectual Property and the Intellectual Property Rights as the Seller had acquired pursuant to the First Sale and Purchase Agreement and subsisting as at the date of the Second Sale and Purchase Agreement.

COVENANTS

3.

3.1

3.2

The parties hereto covenant with one another that each shall at the reasonable request of the other, do and execute all reasonable and necessary acts, deeds, documents and things required or desirable to transfer and vest pursuant to this Deed of Assignment or to obtain any governmental, regulatory or third party approvals which may be necessary to transfer to and vest in the Buyer the rights title and interest of the Seller in and to the Software Programme, the Intellectual Property and the Intellectual Property Rights as the Seller had acquired pursuant to the First Sale and Purchase Agreement and subsisting as at the date of the Second Sale and Purchase Agreement.

If any of the rights title and interest of the Seller in and to Software Programme, the Intellectual Property and/or the Intellectual Property Rights are not effectively vested in the Buyer upon the perfection of this Deed of Assignment, the Seller shall hold all those relevant parts of the Software Programme, Intellectual Property and/or Intellectual Property Rights on trust for the Buyer until such rights, title and interest are effectively vested in the Buyer.

4. COSTS

- 4.1 Each party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Deed of Assignment and any document referred to in it.
- 4.2 The Buyer shall pay all stamp duty due and payable under this Deed of Assignment.

SUCCESSORS IN TITLE AND PERMITTED ASSIGNS

This Deed of Assignment shall be binding upon the successors in title and permitted assigns of the respective parties hereto.

GOVERNING LAW

5.

6.

This Deed of Assignment shall be governed by and construed in accordance with the laws of Malaysia.

[Remainder of Page Intentionally Left Blank]

PATENT REEL: 014996 FRAME: 0521

Page 3

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

The Common Seal of MALAYSIA VENTURE CAPITAL MANAGEMENT BERHAD (Company No. 545466-U) is hereunto affixed in the presence of:-

Director

The Common Seal of NUSUARA TECHNOLOGIES SDN BHD. (Company No. 599840-M) is hereunto affixed in the presence of:-

Director

Director/Secretary

Director/Secretary

This is the execution page of the Deed of Assignment dated2003madebetweentheabovenamed parties in relation to the Sale and Purchase Agreement dated2003forthesaleand purchase of the Software Programme, Intellectual Property and Intellectual Property Rights by Malaysia VentureCapital Management Berhad to Nusuara Technologies Sdn Bhd.PropertySale

Page 4

SCHEDULE 3

SOFTWARE PROGRAMME

Attach: "Product IP of Weniwen Technologies" as prepared by Tan, dated September 2002

PATENT REEL: 014996 FRAME: 0523

SKYeoh & Partners (Sale and Purchase Agreement) Page 12

SCHEDULE 4

PATENTS

(Attach: "Summary of Filed Patent Applications for Weniwen as prepared by the Law Offices of C George Yu, dated 17th July 2002)

The following provides a further description of the "Summary of Filed Patent Applications for Weniwen as prepared by the Law Offices of C George Yu, dated 17th July 2002:

AGENT'S FILE REFERENCE	INTERNATIONAL APPLICATION NO.	TITLE OF INVENTION
WIW 006.02 PCT	PCT/US 01/ 21995	System And Methods For Determining Semantic Similarity Of Sentences
WIW 003.01 PCT	PCT/US 01/ 16569	System And Methods For Facilitating Manual Entry Of, And Use Of, Ideographic Text In A Computer
WIW 003.00	60/ 206, 092	System And Methods For Facilitating Manual Entry Of, And Use Of, Ideographic Text In A Computer
WIW 011.01 PCT	PCT/US 02/ 03908	System And Methods For Context-Based Spontaneous Speech Recognition
WIW 002.00	60/ 175, 368	System And Methods For Colloquial Language Modeling For Spontaneous Cantonese Speech
WIW 002.01 PCT	PCT/US 01/ 01110	System And Method For Speech Processing With Limited Training Data
WIW 002.01	09/ 758, 030	System And Method For Speech Processing With Limited Training Data
WIW 001.01 PCT	PCT/US 01/ 00924	System And Method For Utterance Verification Of Chinese Long And Short Keywords
WIW 001.01	09/ 758, 034	System And Method For Utterance Verification Of Chinese Long And Short Keywords
WIW 005.01 PCT	PCT/US 01/ 19833	System And Methods For Accepting User Input In A Distributed Environment In A Scalable Manner
WIW 012.00	60/ 298, 686	System And Method For Natural Voice Interface
WIW 011.00	60/ 264, 660 Constant	System And Method For Context Based Spontaneous Recognition And Verification
WIW 009.01 TW	90111630	System And Methods For Accent Classification And Adaptation

PATENT REEL: 014996 FRAME: 0524

SKYeoh & Partners (Sale and Purchase Agreement) Page 13

WIW 009.01 PCT	PCT/US 01/ 15952	System And Methods For Accent Classification And Adaptation
WIW 003.01	09/ 614, 050	System And Methods For Facilitating Manual Entry Of, And Use Of, Ideographic Text In A Computer
WIW 005.01	09/ 613, 472	System And Methods For Accepting User Input In A Distributed Environment In A Scalable Manner
WIW 006.02	09/ 613, 849	System And Methods For Document Retrieval Using Natural Language-Based Queries
WIW 007.00	09/ 614, 465	System And Methods For Determining Semantic Similarity Of Sentences
WIW 010.00	09/ 737, 840	System And Method For Processing User Input From A Variety Of Sources
WIW 011.01	10/ 060, 031-	System And Method For Context-Based Spontaneous Speech Recognition
WIW 001.00	60/ 175, 464	Systems And Methods For Utterance Verification Of Chinese Long And Short Keywords
WIW 009.01	09/ 858, 334	System And Methods For Accent Classification And Adaptation
WIW 009.00	60/ 204, 204	System And Methods For Accent Classification And Adaptation
WIW 007.00 PCT	PCT/US 01/ 21996	System And Methods For Determining Semantic Similarity Of Sentences
WIW 005.00	60/ 212, 484	System And Method For Accepting User Input In A Distributed Environment In A Scalable Manner
WIW 006.00	60/212,486	System And Methods For Information Retrieval Using Speech And Natural Language-Based Queries
WIW 006.01	60/ 212,304	System And Methods For Information Retrieval Using Speech And Natural Language-Based Queries

PATENT REEL: 014996 FRAME: 0525

44

 $(1)^{n}$