

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 15th day of May, 2003, ("Effective Date"), by and between divine, inc., a Delaware corporation having a place of business at 1301 North Elston Avenue, Chicago, Illinois 60622 ("Assignor"), and certain of its domestic subsidiaries set forth on the signature pages hereto (each, also an "Assignor" and together with divine, inc., the "Assignors") and Saratoga DMS LLC, a Delaware limited liability company having a place of business at 535 Madison Avenue, 4th Floor, New York, New York 10022 ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of May 6, 2003 as amended ("Purchase Agreement"), pursuant to which Assignors have agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Purchase Agreement;

WHEREAS, Assignors, collectively, are the sole and exclusive owners of the entire right, title and interest in, to and under patents and patent applications relating to the Business, including, without limitation, those patents and patent applications identified and set forth on Schedule A (the "Patents"); and

WHEREAS, Assignee wishes to acquire and Assignors wish to assign all right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignors authorize and request the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Each Assignor hereby represents and warrants that its right, title and interest in and to the Patents are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignors shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition,

reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.


If Assignee is unable for any reason, after reasonable effort, to secure any Assignor's signature on any document needed in connection with the actions specified herein, each Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on the Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

* * * * *

IN TESTIMONY WHEREOF, the Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 15th day of May, 2003.

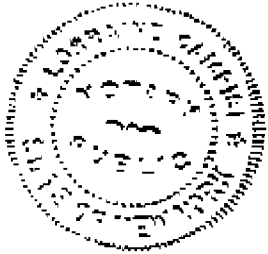
ASSIGNORS

divine, inc.
Air Divine, Inc.
Data Return Corporation
databites, inc.
Delano Technology Corporation
Denali, Inc.
divine Global Services, Inc.
divine international, inc.
divine interVentures, Inc.
divine Ireland, Inc.
divine Managed Services, Inc.
divine software, inc.
divine Synchrony Communications, Inc.
divine/Emicom, Inc.
eprise Corporation
Eprise Securities Corp.
eShare Communications, Inc.
Folio Corporation
Futuretense Corporation
Global Recall, Inc.
iCentral, Inc.
Inventions, Inc.
LOTN, Inc.
Melita Finance, Inc.
Melita Intellectual Property, Inc.
Open Market Securities Corporation
Open Market, Inc.
Opinionware.com, Inc.
Perceptual Robotics, Inc.
Retrieval Technologies, Inc.
RWT Corporation
SafeMaker (Europe), Inc.
SageMaker, Inc.
SM2 Holding Corp.
smallwonders software!, inc.
SM1 Holding Corp.
Softmetric, Inc.
Venture Capital Unlimited Acquisition Sub, Inc.
Viant Corporation
Waypoint Software Corporation

By: 
Name: Jude Sullivan
Title: Senior Vice President of divine, inc. and
President of the other Assignors listed above

STATE OF *NEW YORK*)
) SS.
COUNTY OF *NEW YORK*

On this 15 day of MAY, 2003, there appeared before me *Richard A. Petel*, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Saratoga DMS LLC.



Lorraine Campisi
Notary Public

LORRAINE CAMPISI
Notary Public, State of New York
No. 01CA6029618
Qualified in Queens County
Commission Expires 08/23/2005

SCHEDULE A

Description	Country	Filing Date	Patent No. or Application No.	Grant/Issue Date	Status	Product/ Business Segment
Certifying authorizations in computer networks	U.S.	11/15/1996	6,212,634	4/3/2001	Issued	ECM
Certifying authorizations in computer networks	U.S.	8/16/2000	6,490,358	12/3/2002	Issued	ECM
Controlled transfer of information in computer networks	U.S.	10/29/1996	6,279,112	8/21/2001	Issued	ECM
Controlled transfer of information in computer networks	WIPO	10/29/1997	PCT/US97/19391		Nat phase	ECM
Controlled transfer of information in computer networks	U.S.	7/3/2001	09/897,407		Pending	ECM
Digital active advertising	U.S.	12/16/1993	08/168,519		Abandoned	ECM
Digital active advertising	European Patent	12/13/1994	0734556	9/4/2002	Issued	ECM
Digital active advertising	Belgium	12/13/1994	0734556	9/4/2002	Issued	ECM
Digital active advertising	France	12/13/1994	0734556	9/4/2002	Issued	ECM
Digital active advertising	U.K.	12/13/1994	0734556	9/4/2002	Issued	ECM
Digital active advertising	Italy	12/13/1994	0734556	9/4/2002	Issued	ECM
Digital active advertising	Netherlands	12/13/1994	0734556	9/4/2002	Issued	ECM
Digital active advertising	Germany	12/13/1994	69431306.8-08	9/4/2002	Issued	ECM

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Digital active advertising	Japan	12/13/1994	3367675		11/8/2002	Issued	ECM
Digital active advertising	Japan	12/13/1994	3190882		5/18/2001	Issued	ECM
Digital active advertising	Japan	12/13/1994	3190881		5/18/2001	Issued	ECM
Digital active advertising	U.S.	11/29/1995	5,724,424		3/3/1998	Issued	ECM
Digital active advertising	U.S.	3/2/1998	6,195,649		2/27/2001	Issued	ECM
Digital active advertising	U.S.	3/2/1998	6,049,785		4/11/2000	Issued	ECM
Digital active advertising	U.S.	3/2/1998	6,199,051		3/6/2001	Issued	ECM
Digital active advertising	U.S.	3/2/1998	6,205,437		3/20/2001	Issued	ECM
Digital active advertising	WIPO	12/13/1994	PCT/US94/14319			Nat phase	ECM
Digital active advertising	European Patent	12/13/1994	02007486.0			Pending	ECM
Digital active advertising	Japan	12/13/1994	2002-267886			Pending	ECM
Digital active advertising	U.S.	11/14/2000	09/711,511			Pending	ECM
Digital active advertising	Japan	12/13/1994	10-156563			Published	ECM
Distributed dynamic web page caching system	WIPO	5/15/2001	PCT/US01/15621			Nat phase	ECM
Distributed dynamic web page caching system	European Patent	5/15/2001	01935510.6			Pending	ECM
Distributed dynamic web page caching system	Japan	5/15/2001	2001-585086			Pending	ECM
Distributed dynamic web page caching system	U.S.	5/16/2000	09/572,681			Pending	ECM
Distributed electronic publishing system in which formatting instructions are sorted	U.S.	1/29/1996	08/593,653			Abandoned	ECM

System and method for facilitating device communication, management and control in a network	U.S.	4/30/2002	10/136,142		Pending	DMS
System and method for multi-site clustering in a network	U.S.	10/19/2001	10/039,909		Pending	DMS
System and method of interactive network system design	U.S.	6/8/2001	09/877,626		Published	DMS
System and method of synchronizing replicated data	U.S.	1/3/2003	10/336,076		Pending	DMS
System and method of synchronizing replicated data	U.S.	8/14/2000	6,529,917	3/4/2003	Issued	DMS
System and method of synchronizing replicated data	U.S.	3/4/2003	10/382,028		Pending	DMS