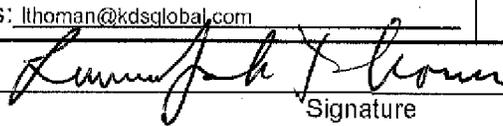


Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s): JEROME E ROBERTSON, Chapter 7 trustee of the estate of MatriDigm Corporation Execution Date(s) <u>July 12 2001</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>MATRIX KNOWLEDGE EXCHANGE, INC.</u> Internal Address: <u>In Care of Brian D. Call</u> Street Address: <u>500 Camino El Estero</u> City: <u>Monterey</u> State: <u>California</u> Country: <u>USA</u> Zip: <u>93940</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) <u>5987253, 5862380, 5794048, 5758336, 5278987</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Knowledge Decision Sciences, Inc</u> Internal Address: <u>Larry Thoman</u> Street Address: <u>6280 San Ignacio Ave Ste A</u> City: <u>San Jose</u> State: <u>CA</u> Zip: <u>95119-1365</u> Phone Number: <u>408 578 8307</u> Fax Number: <u>408 578 8608</u> Email Address: <u>lthoman@kdsglobal.com</u>	6. Total number of applications and patents involved: 5 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
9. Signature:  _____ Lawrence John Thoman Name of Person Signing	8. Payment Information a. Credit Card Last 4 Numbers <u>2597</u> Expiration Date <u>02/06</u> b. Deposit Account Number _____ Authorized User Name <u>Lawrence J Thoman</u> September 9 2004 Date Total number of pages including cover sheet, attachments, and documents: 11

OP \$200.00 5987253

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

TECHNOLOGY ASSIGNMENT AGREEMENT

THIS TECHNOLOGY ASSIGNMENT AGREEMENT is made as of July 12, 2001 by and between JEROME E. ROBERTSON, Chapter 7 trustee of the estate of MatriDigm Corporation ("Assignor") and MATRIX KNOWLEDGE EXCHANGE, INC., a California corporation ("Matrix").

RECITALS:

A. On October 12, 1999 MatriDigm Corporation ("MatriDigm") filed a voluntary Chapter 7 petition in the United States Bankruptcy Court, Northern District of California, San Jose Division (Case No. 99-56644 JRG); Assignor was appointed as the Chapter 7 trustee of the MatriDigm estate.

B. Assignor, as the trustee of the MatriDigm estate, is the owner of certain intellectual property and other rights that Assignor desires to assign, and Matrix desires to accept, on the terms stated in this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 "Intellectual Property" means all intellectual property owned by Assignor, including without limitation all copyrights and copyrightable works, patentable inventions, patents and patent applications (including the Patents), shop rights, trademarks and service marks (including the Trademarks) (and associated goodwill), trade secrets and know-how therein or comprising the same.

1.2 "Patents" means all patents and patent applications that are listed on the attached Exhibit A.

1.3 "Trademarks" means all trademark registrations and applications that are listed on the attached Exhibit B.

2. Assignment and Transfer. Subject to Bankruptcy Court approval as provided in Section 6.4 below, Assignor agrees to assign and transfer to Matrix, and Matrix agrees to accept (a) Assignor's entire right, title, interest and benefit (including, under the patent laws, to make, use, offer to sell, sell, or import; under the copyright laws, to reproduce, prepare derivative works of, distribute, perform, or display; and, under trade secret laws, to use or disclose), whether held by Assignor as owner or co-owner, inventor or co-inventor, author or co-author or licensee or by operation of law, in and to the Intellectual Property, including without limitation the Patents and Trademarks, all rights to any divisions, continuations, or reissues thereof, and all other rights, powers, privileges and interests of whatsoever nature, kind or description relating to such Intellectual Property, including, without limitation, the right to sue and recover for past, present, and future infringement; (b) Assignor's rights, if any, under any non-disclosure agreement, confidentiality agreement and/or material transfer agreement executed with a third party and

relating to the Intellectual Property; and (c) Assignor's entire right, title and interest, and all powers and privileges of Assignor, in, to, and under all technical data, drawings, prototypes, engineering files, system documentation, flow charts, and design specifications acquired or developed by Assignor in connection with the development of the programming, inventions, processes, and apparatus entailed by the Intellectual Property to the extent Assignor has possession (all of the foregoing, collectively, are the "Assigned Assets"). Assignee acknowledges that Assignor shall only be obligated to deliver to Assignee the Intellectual Property to the extent Assignor has possession of such Intellectual Property. Notwithstanding the foregoing, the Assigned Assets shall not include the following: (a) any proceeds from the License Agreement between Assignor and Technology Resource Solutions, LLC, approved by the Bankruptcy Court on November 17, 1999 (the "TRS License"), (b) any hardware and/or equipment used in connection with the Intellectual Property, and (c) any existing accounts receivable relating to the Intellectual Property. The assignment and transfer of the Intellectual Property shall be subject to any existing licenses of all or any part of the Intellectual Property in favor of third parties, including the TRS License, and an Option and License Agreement dated October 1, 1991 between Franklin Chiang and International Business Machines Corporation, as may be amended. Matrix acknowledges that certain licenses of the Intellectual Property in favor of Zitel Corporation have been released and waived by Zitel, pursuant to that certain Settlement Agreement and Mutual Release dated as of May __, 2001, which was approved by the Bankruptcy Court by Order filed July 2, 2001. Upon the closing of this transaction following Bankruptcy Court approval, Assignor shall deliver to Matrix a bill of sale of the Assigned Assets, along with all of the tangible expressions of the Intellectual Property in Assignor's possession, including all CD-ROM disks, tape and other media held by Assignor which incorporate the Intellectual Property.

3. No Representations and Warranties of Assignor. Assignor makes no representations or warranties whatsoever with respect to the Intellectual Property. ASSIGNOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT. Matrix acknowledges and agrees that it is acquiring the Intellectual Property "AS IS AND WITH ALL FAULTS," and Assignor does not warrant that he has good title to the Intellectual Property. Matrix further acknowledges that there may be unpaid invoices relating to the prosecution of the Patents. Matrix may make any arrangements it deems appropriate, including paying these invoices, so that Matrix can continue to utilize the services of the people who are presently involved and familiar with the prosecution of the Patents.

4. Purchase Price. The purchase price for the Assigned Assets shall be the sum of \$75,000, payable as follows:

- (a) \$15,000 shall be paid upon execution of this Agreement;
- (b) the balance of \$60,000 shall be paid upon closing.

5. Further Assurances.

5.1 Assistance. Assignor agrees to execute and deliver, promptly and without further compensation, but at Matrix's sole expense, any assignment, application, filing, registration or other document or instrument reasonably requested (a) to establish or perfect Matrix's right, title and interest in and to the Assigned Assets; (b) to prosecute the Patents and otherwise to apply for and obtain copyright, patent or other intellectual property right protection with respect to the Assigned Assets; and/or (c) to carry out and implement fully the intentions and purposes of this Agreement. Assignor also agrees to provide, at Matrix's sole expense, all reasonable cooperation and assistance in the prosecution of any Patent or other application or registration of the Assigned Assets.

5.2 Appointment. Assignor irrevocably designates and appoints Matrix and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact, to act for and on behalf of Assignor, to execute and file any item requested under Section 5.1 that Assignor does not execute and deliver within a reasonable time after Matrix's request, with the same legal force and effect as if executed and delivered by Assignor.

6. Miscellaneous.

6.1 Notices. All notices and other communications required or permitted under this Agreement shall be in writing, delivered personally or by overnight courier at the following addresses:

Matrix Knowledge Exchange, Inc.
In C/O: Brian D. Call
500 Camino El Estero
Monterey, CA. 93940

Jerome E. Robertson, Trustee
129 Fremont Avenue
Los Altos, CA 94022

6.2 Captions and Headings. The captions and headings appearing in this Agreement are for reference only and shall not be considered in construing this Agreement.

6.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

6.4 Bankruptcy Court Approval. This Agreement is subject to the approval of the Bankruptcy Court. Matrix understands and agrees that the sale of the Assigned Assets is subject to overbids, and that Matrix may not be the successful bidder in such circumstances. In the event Matrix is not the successful bidder at such sale, the Assignor shall immediately refund and return to Matrix the Fifteen Thousand Dollar (\$15,000.00) paid by Matrix to Assignor pursuant to Paragraph 4(a), above.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first mentioned above.



Jerome E. Robertson, Chapter 7 Trustee of the Estate of MatriDigm Corporation

MATRIX KNOWLEDGE EXCHANGE, INC.

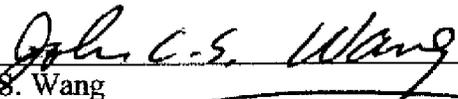
By 
John C. S. Wang
Its: President

EXHIBIT A**PATENTS**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5987253	11/16/99	Method for Classification of Year-Related Data Fields in a Program
5862380	1/19/99	Test Method for Revised Data Fields in a Program
5794048	8/11/98	Method for Classification of Year-Related Data Fields in a Program
5758336	5/26/98	Date Format and Date Conversion Procedure Using a Packed Binary Format
5278987	1/11/94	Virtual Pocket Sorting
Patent Application No. 09/111,887		Test Method for Revised Data Fields in a Program

EXHIBIT B
TRADEMARKS

<u>Trademark</u>	<u>No.</u>
MICOS	2224814
MAP2000	2198966
MATRIDIGM	2139768
MATRIDIGM	2139656

1 PILLSBURY WINTHROP LLP
 2 ANDREA A. WIRUM - #95616
 3 JOHN S. WESOLOWSKI - #127007
 4 2550 Hanover Street
 5 Palo Alto, CA 94304
 6 Telephone: (650) 233-4500
 7 Facsimile: (650) 233-4545

FILED
 SEP 10 2001
 CLERK
 United States Bankruptcy Court
 San Jose, California

8 Attorneys for JEROME E. ROBERTSON,
 9 Chapter 7 Trustee

10 UNITED STATES BANKRUPTCY COURT
 11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 12 SAN JOSE DIVISION

13 IN RE:
 14 MATRIDIGM CORPORATION,
 15 Debtor.

16 Case No. 99-56644-JRG
 17 (CHAPTER 7)

18 ORDER APPROVING SALE OF PATENTS
 19 AND INTELLECTUAL PROPERTY

20 The Court having reviewed and considered the Trustee's Application
 21 for Order Approving Sale of Patents and Intellectual Property
 22 ("Application"), the Notice of Trustee's Intent to Sell Patents and
 23 Intellectual Property, and Opportunity for Overbids ("Notice") and the
 24 accompanying Declaration of John S. Wesolowski in support of the
 25 Application, notice of the Trustee's intent to sell the estate's interest in the
 26 property described in the Notice appearing proper, the Court being satisfied
 27 that the offer of Matrix Knowledge Exchange, Inc. ("Matrix") was the
 28 highest offer received by the Trustee for said property and that no overbids
 were received, and good cause appearing,

1 It is hereby ORDERED:

2 1. The Application is approved.

3 2. The Trustee is authorized (a) to sell to Matrix all of the estate's
4 right, title and interest in and to the patents and intellectual property owned
5 by the estate, on the terms stated in the Notice, (b) to enter into the
6 Technology Assignment Agreement attached to the Application, and (c) to
7 execute all documents and perform all acts necessary or appropriate to
8 consummate the transfer of the technology described therein.

9 3. The sale of the subject technology and intellectual property,
10 including without limitation the patents and trademarks described in the
11 Notice, is without warranty of any kind, and "AS IS AND WITH ALL
12 FAULTS".

SEP 10 2001

13 Dated: _____

14
15 JAMES R. GRUBE
16 United States Bankruptcy Judge
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Docket No. 99-56644-JRG

(Chapter 7)

PROOF OF SERVICE BY MAIL

I, Dolores R. Cooper, the undersigned, hereby certify and declare under penalty of perjury that the following statements are true and correct:

1. I am over the age of 18 years and am not a party to the within cause. I am employed by Pillsbury Winthrop LLP in Palo Alto, California.

2. My business address is 2550 Hanover Street, Palo Alto, California 94304-1115. My mailing address is 2550 Hanover Street, Palo Alto, California 94304-1115.

3. On September 5, 2001, I served a true copy of the attached document(s) titled exactly **ORDER APPROVING SALE OF PATENTS AND INTELLECTUAL PROPERTY** by placing it/them in an addressed sealed envelope and depositing it in the United States mail, first class postage fully prepaid, to the following:

- | | |
|---|--|
| United States Trustee
280 So. First Street
Suite 268
San Jose, CA 95113 | U.S. Trustee |
| Dean G. Rallis, Jr., Esq.
301 East Colorado Blvd., Suite 501
Pasadena, CA 91101 | Debtor's Counsel |
| Brian Call, Esq.
500 Camino El Estero
Suite 200
Monterey, CA 93940 | Counsel for Matrix
Knowledge Exchange, Inc. |

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 5th day of September, 2001, at Palo Alto, California.

Dolores R. Cooper