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DATED

29th August

2003

- (1) LAZY SOFTWARE LIMITED
- (2) ANSWERBRISK LIMITED

ASSIGNMENT OF PATENTS

OLSWANG

90 High Holborn
London WC1V 6XX

Tel: 020 7067 3000
Fax: 020 7067 3999
email: olsmail@olswang.com

D-6-TIM/6006 37

PATENT
REEL: 015242 FRAME: 0783

THIS DEED is made on the 29th day of August 2003

- (1) **LAZY SOFTWARE LIMITED**, a company incorporated in England and Wales (registered number 3234237) whose registered office is at Gemini House, Mercury Park, Wycombe Lane, Wooburn Green, Buckingham HP10 0HH ("Assignor"); and
- (2) **ANSWERBRISK LIMITED**, a company incorporated in England and Wales (registered number 04780566 whose registered office is at The Birches, Littleworth Road, Burnham, Buckinghamshire SL1 8PF ("Assignee").

RECITALS

- (A) The Assignor is the applicant in respect of the patent applications, details of which are set out in the Schedule hereto (the "**Patents**").
- (B) The Assignor is the owner of the rights in and to the inventions which are the subject matter of the Patents (the "**Inventions**").
- (C) Pursuant to an agreement for the sale and purchase of certain assets of the Assignor dated ? made between (1) the Assignor, (2) the Assignee and (3) the Investors (as defined therein) (the "**Sale and Purchase Agreement**") the Assignor agreed to assign to the Assignee all its rights in the Works. The parties wish to enter into this Deed to effect the legal and beneficial transfer of such rights in the Works to the Assignee, excluding any rights which have been assigned pursuant to the trade mark assignment, the domain name assignment and the patent assignment, each dated ? made between the parties to this Deed (together, the "**IPR Assignments**").

NOW THIS DEED WITNESSES as follows:

1. ASSIGNMENT

The Assignor hereby assigns to the Assignee:

- 1.1 all the Assignor's right and title to and interest in the Inventions and the full and exclusive benefit of them throughout the world;
- 1.2 all rights in and to the Patents and the full and exclusive benefit of them and all rights, privileges and advantages associated with them throughout the world including the right to apply for patents in all countries which were designated in any of the Patents which are PCT applications, the right to file divisional applications, continued prosecution applications, continuation applications, continuations in part applications and the rights to any patents granted from such applications;
- 1.3 the right to apply for and obtain patent or other similar protection or registration in any territory or group of territories in respect of any of the Inventions;
- 1.4 the right to claim priority from the Patents under the Paris Convention (as amended) and under any other relevant International Convention, Treaty and/or other arrangement or method for each country or territory constituted by the relevant

Convention, Treaty and/or other arrangement or method in which application may be made;

- 1.5 any patent granted under the European Patent Convention or other similar forms of protection granted in respect of the Inventions in any territory or group of territories, pursuant to the Patents or any further applications;
- 1.6 the benefit of all existing priority dates in relation to the Patents;
- 1.7 such rights as the Assignor may have to sue for and obtain injunctive relief, damages and other relief in respect of any infringement or misuse of the Patents, any patents deriving from the Patents and/or relating to the Inventions, any of the rights conferred by the publication of the Patents or any of the other rights referred to in this Clause 1, whether such infringements take place before or after the date of this Deed; and
- 1.8 any and all other rights in and to the Inventions and/or the Patents.

2. VAT

Any consideration deemed payable by the Assignee to the Assignor for the rights assigned under this Deed shall be inclusive of VAT, and the Assignee shall be responsible for payment of any such VAT, or for otherwise accounting to the Inland Revenue for payment of VAT.

3. COUNTERPARTS

This Deed may be signed in any number of counterparts each of which when signed shall be an original but all counterparts together shall constitute one and the same instrument.

4. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Deed shall be governed in all respects by the laws of England and the parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of the English Courts.

IN WITNESS of which this Deed has been executed and delivered on the date written above.

EXECUTED and DELIVERED
as a DEED by
LAZY SOFTWARE LIMITED
acting by two directors or a
director and the secretary

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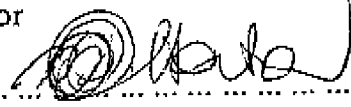
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Director
.....
Director/Secretary

EXECUTED and DELIVERED
as a **DEED** by
ANSWERBRISK LIMITED
acting by two directors or a
director and the secretary

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Director

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Director/Secretary



SCHEDULE

The Patents

COUNTRY	NUMBER	FILING DATE	STATUS
EP	99972330.7	12.11.1999	Pending
GB	0114081.3	12.11.1999	Pending
Hong Kong	99972330.7	12.11.1999	Pending
USA	09/436573	09.11.1999	Pending