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Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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06-30-2004



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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):

Idealab

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: 04/28/2004

2. Name and address of receiving party(ies)

Name: X1 Technologies, Inc.

Internal Address: _____

Street Address: 130 West Union Street

City: Pasadena State: CA Zip: 91103

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) 10/654,595;

10/654,588; 10/654,596

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: Stacie N. Simons

Internal Address: _____

Street Address: Idealab

130 West Union Street

City: Pasadena State: CA Zip: 91103

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number: _____

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9. Signature.

Stacie N. Simons

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:

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FINANCE SECTION

06/29/2004 HBETACHE 00000141 10654595

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120.00 DP

PATENT
REEL: 015504 FRAME: 0975

ASSIGNMENT

Idealab, a California corporation having offices at 130 West Union Street, Pasadena, CA 91103 (hereinafter "Assignor"), represents and warrants that it holds rights in the following United States Patent Applications (hereinafter "the Patent Applications"):

<u>Application</u>	<u>Filed</u>	<u>Title</u>
10/654,595	3 Sep 03	Apparatus and methods for locating data
10/654,588	3 Sep 03	Methods and systems for search indexing
10/654,596	3 Sep 03	Methods and systems for Web-based incremental searches

Assignor holds rights in the Patent Applications by virtue of various agreements with third parties, including one or more of the following agreements:

- (a) a Consulting Agreement between CodeWell LLC and Assignor, entered into on 1 January 2003 and executed on 21 February 2003;
- (b) a Consulting Agreement between CodeWell LLC and Assignor, entered into on 13 May 2002 and executed on 21 May 2002; and
- (c) a Contract Services Agreement between CodeWell LLC and Assignor, made and executed on 27 July 2000.
- (d) an assignment from William Gross to Assignor relating to the Patent Applications.

AND WHEREAS, X1 Technologies, Inc. (hereinafter "Assignee"), a Delaware corporation, with its principal place of business at 130 West Union Street, Pasadena, CA 91103, desires to acquire the rights that Assignor holds in the Patent Applications;

NOW, therefore, in consideration of One Dollar (\$1.00) to Assignor, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto Assignee, its successors, legal representatives, and assigns, its entire right, title, and interest throughout the world in, to, and under the said Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, including but not limited to US Provisional Patent Applications 60/408,015 (filed 3 September 2002); 60/413,013 (filed 23 September 2002); 60/448,923 (filed 20 February 2003); 60/470,903 (filed 14 May 2003); 60/478,960 (filed 13 June 2003), and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patent Applications in any country or countries foreign to the United States; and Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents resulting from the Patent Applications to Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

Assignor does hereby sell, assign, transfer, and convey to Assignee, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to Assignee, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

Assignor hereby covenants and agrees that it will communicate to Assignee, its successors, legal representatives, and assigns any facts known to Assignor respecting the Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid Assignee, its successors, legal representatives, and assigns to obtain and enforce the Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 28th day of April, 2004

Marcia Goodstein

Idealab

Name Printed: Marcia Goodstein

Title: President & COO

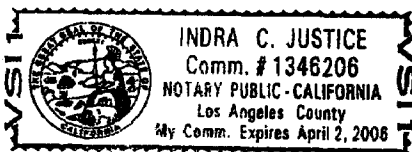
Date: 4/28/04

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On April 28, 2004, before me, Indra C. Justice, personally appeared Marcia Goodstein personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Indra C. Justice

Notary Signature

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RECORDED: 06/28/2004

PATENT
REEL: 015504 FRAME: 0977