

Form PTO-1595 (Rev. 09/04)
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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):

David Morley Clark (25 October 2004)
Thomas Wilson Gibson (15 July 2004)
David Mitchell Bracewell (15 July 2004)
Jeff Toy Tsao Kwan (1 November 2004)

Execution Date(s) _____

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

2. Name and address of receiving party(ies)

Name: Caelo Software Inc.

Internal Address: _____

Street Address: 1000 - 622 Front Street

City: Nelson

State: British Columbia

Country: Canada Zip: V1L 4B7

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/817,183

B. Patent No.(s)

6,725,228

Additional numbers attached? Yes No

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

Name: Gavin N. Manning, Oyen Wiggs Green & Mutala

Internal Address: Suite 480 - The Station

Street Address: 601 West Cordova Street

City: Vancouver

State: British Columbia Zip: V6B 1G1

Phone Number: 604-669-3432

Fax Number: 604-681-4081

Email Address: gmndocket@patentable.com

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
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b. Deposit Account Number 02-1037

Authorized User Name Oyen Wiggs Green & Mutala

9. Signature:

Signature

6 January 2005

Date

Gavin N. Manning

Name of Person Signing

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

6

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CIH \$80.00 02:1037 10817183

C583 0002
GNM/cc

ASSIGNMENT

WHEREAS WE,

1. **DAVID MORLEY CLARK**
920 Innes Street
Nelson, British Columbia
V1L 5T2 Canada

RECEIVED

2. **THOMAS WILSON GIBSON**
230 High Street
Nelson, British Columbia
V1L 3Z9 Canada

NOV 15 2006

OYEN WIGGS
GREEN & MUTALA

3. **DAVID MITCHELL BRACEWELL**
708 Third Street
Nelson, British Columbia
V1L 2R2 Canada

4. **JEFF TOY TSAO KWAN**
12 Arundel Avenue
Toronto, Ontario
M4K 3A4 Canada

(collectively, the "Assignors"), whose full post office addresses are respectively as set out above, are the inventors of certain inventions or improvements described and claimed in the application for United States Letters Patent application No. 09/704,199 filed on 31 October 2000 and entitled:

**SYSTEM FOR MANAGING AND ORGANIZING STORED
ELECTRONIC MESSAGES**

AND WHEREAS, **CAELO SOFTWARE INC.**, ("Assignee") whose full post office address is 1000 - 622 Front Street, Nelson, British Columbia, V1L 4B7, Canada, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements, and in and to the said application, and in, to and under all Letters Patent which may be granted on or as a result thereof in all countries;

NOW THEREFORE, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, the Assignors, do hereby, both jointly and severally, sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said application, and all continuations, divisions, renewals of or substitutes for said application, and in, to and under all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and WE assign to and authorize the Assignee to file in our names applications for Letters Patent for said inventions or improvements in all countries, the same to be held and enjoyed by the Assignee, its

successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us, had this assignment, sale and transfer not been made;

AND WE hereby covenant that WE have full right to convey the entire interest herein assigned, and that WE have not executed and will not execute any agreement in conflict herewith, and WE further covenant and agree that WE will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and WE agree to communicate to the Assignee, or its nominees, all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions or improvements in all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

EXECUTED at Salt Spring Is, BC this 25 day of Oct, 2004.

SIGNED, SEALED & DELIVERED
by **DAVID MORLEY CLARK**
in the presence of:

Sheila Elliott
Signature of Witness

SHEILA ELLIOTT
Print Witness's Name

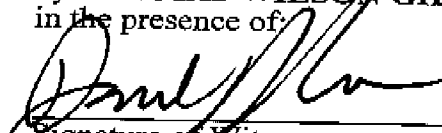
102 DOUGLAS ROAD
SALT SPRING ISLAND
BC V8K 2J2
Print Witness's Address

TEACHER
Print Witness's Occupation

David Clark
DAVID MORLEY CLARK

15 day of JULY, 2004. EXECUTED at NELSON, BC this

SIGNED, SEALED & DELIVERED by THOMAS WILSON GIBSON in the presence of:


Signature of Witness


THOMAS WILSON GIBSON

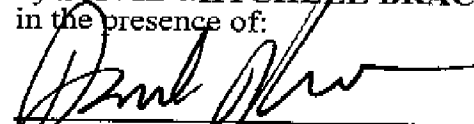
DAVID F. KARASSOWITZ
Print Witness's Name


415 MAPLE ST.
NELSON, B.C. V1L 2J6
Print Witness's Address

PROFESSIONAL FORESTER
Print Witness's Occupation

15 day of JULY, 2004. EXECUTED at NELSON, BC this

SIGNED, SEALED & DELIVERED by DAVID MITCHELL BRACEWELL in the presence of:


Signature of Witness


DAVID MITCHELL BRACEWELL

DAVID F. KARASSOWITZ
Print Witness's Name

415 MAPLE ST.
NELSON, B.C. V1L 2J6
Print Witness's Address

PROFESSIONAL FORESTER
Print Witness's Occupation

01 day of EXECUTED at Toronto, Ontario this
NOV, 2004.

SIGNED, SEALED & DELIVERED
by **JEFF TOY TSAO KWAN**
in the presence of:

Angela Woo
Signature of Witness

ANGELA WOO
Print Witness's Name

112 ARUNDEL AVENUE
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Jeff Tsao Kwan
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