

RECORDATION FORM COVER SHEET PATENTS ONLY

Docket No.: 3442.0002-000

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

PIVIA, INC.

2. Name and address of receiving party(ies)

Name: SWAN LABS CORPORATION

Internal Address: _____

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 1/20/05Street Address: 99 W. Tasman DriveCity: San Jose State: CA ZIP: 95134Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s)

A. Patent Application No (s)

09/312,25510/305,754

B. Patent No.(s)

6,505,2306,640,2406,772,203Additional numbers attached? ☐ Yes ☒ No

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

Name: David J. Thibodeau, Jr., Esq.

Internal Address: _____

Hamilton, Brook, Smith & Reynolds, P.C.Street Address: 530 Virginia Road, P.O. Box 9133City: Concord State: MA ZIP: 01742-91336. Total number of applications and patents involved: [5]7. Total Fee (37 C.F.R. 3.41)..... \$ 200.00☐ Enclosed☒ Authorization to charge deposit account number 08-0380☐ Previously submitted - Doc. ID No ☐☒ Authorized to charge any deficiencies or credit any overpayment to deposit account number 08-0380

Do not attach a copy of this page if paying by deposit account and filing via facsimile.

Attach a copy of this page if paying by deposit account and filing via mail.

DO NOT USE THIS SPACE

8. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Ralph Tremontozzi

Name of Person Signing



Signature

2/24/2005

Date

Total number of pages including cover sheet, attachments, and document. [5]

Docket No. 3442.0002-000

ASSIGNMENT OF UNITED STATES PATENTS AND PATENT APPLICATIONS

Whereas, Pivia, Inc., a California corporation, having a place of business at 10670 North Tantau Avenue, Suite 200, Cupertino, California 95014 (hereinafter "Assignor") is the sole owner of the entire right, title and interest in and to the United States Letters Patents and Patent Applications described in Schedule A attached hereto and made a part hereof (hereinafter "the Patents"); and

Whereas, Swan Labs Corporation, a Delaware corporation, having a place of business at 99 West Tasman Drive, San Jose, California 95134 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer Assignor's entire right, title and interest in and throughout the United States of America, its territories, and all foreign countries, in and to the Patents, the inventions described therein, and all reissues and extensions thereof, including all claims, if any, which may have arisen for infringement of the Patents prior to the date of this assignment, all said rights to be held and enjoyed by the Assignee for its own use and for the use of its successors, assigns or other legal representatives, to the full end of the term for which the Patents have been or will be granted, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. Assignor hereby conveys all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. Assignor hereby acknowledges that this assignment, being of the entire right, title and interest in and to the inventions described in the Patents, carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of Assignee's selection and the right to procure the grant of all such Letters Patent to Assignee for its own name as assignee of the entire right, title and interest therein.

Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments that may be or become necessary for obtaining, sustaining, or reissuing the Patents, and for maintaining and perfecting Assignee's right to the Patents.

Assignee further agrees that Assignee will pay all costs, fees, and charges associated with obtaining, sustaining, maintaining, or reissuing the Patents. Assignee further agrees to assume responsibility for any prosecution, maintenance, and administration necessary to obtain, sustain, or maintain such Patents, however, such actions to be taken shall be in Assignee's sole discretion. All other responsibility is removed from Assignor for these Patents.

-2-

Docket No. 3442.0002-000

IN WITNESS WHEREOF, Assignor and Assignee have, each, caused these presents to be signed by its duly authorized officer below named effective as of the date written below.

Pivia, Inc.

By

(Print name)

Title

Date

Zorawar Bim SinghCEO1/20/05

State/Commonwealth

of CaliforniaCounty of Santa Clara

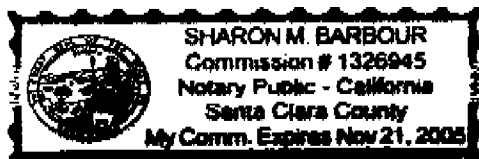
On this 20th day of January, 2005, before me, the undersigned notary public, personally appeared Zorawar Singh.

☐ personally known to me, or☒ proved to me through satisfactory evidence of identification, which was CDL D5430889

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged to me that he/she signed the foregoing instrument as the free act and deed of Pivia, Inc., for its stated purpose, as an authorized officer of Pivia, Inc.

(SEAL)

Notary Public

Sharon M. Barbour

Docket No. 3442.0002-000

Swan Labs Corporation

By

(Print name)

Andrew Foss

Title

CEO

Date

11/22/04

State/Commonwealth

of CALIFORNIA

County of SANTA CLARA

On this 22 day of NOVEMBER, 2004, before me, the undersigned notary public, personally appeared ANDREW FOSS,

☐ personally known to me, or

☒ proved to me through satisfactory evidence of identification, which was CALIFORNIA DRIVER LICENSE

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged to me that he/she signed the foregoing instrument as the free act and deed of Swan Labs Corporation for its stated purpose, as an authorized officer of Swan Labs Corporation.

(SEAL)

William F Bronner

Notary Public

(print name)

My Commission expires NOV / 1 / 2006



(print name)

My Commission expires / /

NOTARY PUBLIC STATE OF CA
WILLIAM F. BRONNER
COM # 1378031 EXP NOV 1, 2006
COUNTY OF SANTA CLARA

-4-

Docket No. 3442.0002-000

SCHEDULE A

UNITED STATES PATENTS

<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>
6,505,230	01/07/2003	Client-Server Independent Intermedial Mechanism
6,640,240	10/28/2003	A Method and Apparatus for a Dynamic Caching System
6,772,203	08/03/2004	Updating Data Objects for Dynamic Application Caching

UNITED STATES PATENT APPLICATIONS

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>TITLE</u>
09/312,255	05/14/1999	Applications and Services Supported by a Client-Server Independent Intermediary Mechanism
10/305,754	11/26/2002	Applications and Services Supported by a Client-Server Independent Intermediary Mechanism