

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

Sherwood Partners, Inc.

Execution Date(s): March 17, 2005

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

3. Nature of Conveyance:

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

2. Name and address of receiving party(ies)

Name: Liquid Machines, Inc.

Internal Address: _____

Street Address: Ten Magulra Road

City: Lexington

State: Massachusetts

Country: USA Zip: 02421

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

09/922,435 10/655,680
09/923,847
10/295,083

B. Patent No.(s)

6,625,734

Additional numbers attached? Yes No

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

Name: Erin A. Dugan
Ropes & Gray LLP

Internal Address: Atty. Dkt.: LIQM-005

Street Address: One International Place

City: Boston

State: Massachusetts Zip: 02110

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved:

5

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200.00

- 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 _____
Expiration Date _____

b. Deposit Account Number 18-1945

9. Signature:



Signature

3/22/05
Date

Irina Mogilevich
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

CH \$200.00 181945 09922435

PATENT ASSIGNMENT

This PATENT ASSIGNMENT is made from Sherwood Partners, Inc., a California corporation, in its sole and limited capacity as assignee for the benefit of creditors of Omniva Corp. ("Omniva"), with its principal place of business at 101 University Avenue, Suite 100, Palo Alto, California 94301 ("Assignor"), on the one hand, to Liquid Machines, Inc., a Delaware corporation with its principal place of business at Ten Maguire Road, Lexington, Massachusetts 02421 ("Assignee"), on the other hand.

RECITALS

WHEREAS, on August 4, 2004, Omniva made a general assignment for the benefit of the creditors to Assignor under which Omniva assigned all of its assets to Assignor;

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 17, 2004, by and between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor sold certain assets to Assignee, including Assignor's right, title and interest in, to and under the patents set forth on the attached Schedule 1 (the "Patents"); and

WHEREAS Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, the Patents, subject to the terms of the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor acknowledges that it sold, assigned, conveyed and transferred to Assignee and hereby assigns to Assignee, its successors and assigns, all of Assignor's rights, title and interests throughout the world in, to and under the Patents, and the underlying inventions described therein and any United States or foreign reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and substitutes therefor, and all letters patents of the United States which have been or may be granted thereon and all foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements of the Patents and to fully and entirely stand in the place of Assignor in all matters related thereto, nunc pro tunc, effective as of August 17, 2004.

2. Assignor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Patent Assignment to Assignee. Assignor hereby further requests the Commissioner to issue any and all letters patents of the United States or derived from the Patents to Assignee as assignee of the entire interest.

3. This Patent Assignment is made subject to the terms of the Asset Purchase Agreement. In the event of conflict between this Patent Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement control.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the day and year first written above.

ASSIGNOR:

Sherwood Partners, Inc., in its sole and limited capacity as assignee for the benefit of the creditors of Omniva Corp.

By: [Signature]
Name: Michael Maily
Title: President

THE STATE OF CALIFORNIA

County of (SANTA CLARA)

On this the 17 day of March, 2005 before me personally appeared MICHAEL MAIDY to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

[Signature]
Notary Public in and for
The State of California



TAMI AVELAR
Printed or Typed Name of Notary

Commission Expires JULY 1, 2008

Acknowledged and accepted:

ASSIGNEE:

LIQUID MACHINES, INC., a Delaware corporation

By: [Signature]
Name: Drew Zalkind
Title: CFO

THE COMMONWEALTH OF MASSACHUSETTS

County of (NORFOLK)

On this 17th day of March, 2005 before me personally appeared DREW ZALKIND, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

[Signature]
Notary Public in and for the Commonwealth of Massachusetts

DIANNE L. FAYLE
Printed or Typed Name of Notary

Commission Expires Aug 4, 2011

SCHEDULE 1
to
PATENT ASSIGNMENT

Patent Application No.	Title	Issue Date
6,625,734	Controlling and Tracking Access to Disseminated Information	9/23/03
09/922,435	Secure Encryption Key Management	8/3/2001
09/923,847	Dynamic Encoding Algorithm and Inline Message Decryption	8/6/2001
10/295,083	Policy Management in Message Communications	11/14/2001
10/655,680	Controlling and Tracking Access to Disseminated Information	9/4/2003

[SCHEDULE 1 TO PATENT ASSIGNMENT]

RECORDED: 03/22/2005

PATENT
REEL: 015942 FRAME: 0580