

FORM PTO-1595 (modified)

(Rev 6-93)

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U.S. DEPARTMENT OF COMMERCE

2 SHEET

Patent and Trademark Office

12/13/04

To the Director of the United States Patent and Trademark Office

with the attached original documents or copies thereof.

1. Name of conveying party(ies):

Rory W. FUERST

2. Name and address of receiving party(ies):

Keen LLC
1826 Clement Avenue, Suite 200
Alameda, CA 94501

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

9/17/2004

Additional name(s) & address(es) attached? NO

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

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

10/936,880

B. Patent Number(s):

Additional numbers attached? NO

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

William H. Benz
FOLEY & LARDNER LLP
1530 Page Mill Road
Palo Alto, California 94304-1125

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

Should there be a deficiency in the enclosed fee, please charge our deposit account for the difference.

8. Deposit account number: 50-0872

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

William H. Benz

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Name of person signing

Signature

December 8, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

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ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Keen LLC
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(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

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as set forth in this United States Patent Application

check one executed concurrently herewith,
 executed on _____,
 Serial No. 10/936,880 Filed September 8, 2004

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

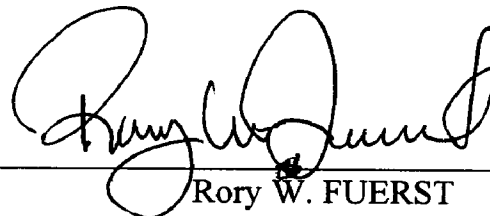
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ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 17 day of September, 2004.



Rory W. FUERST