

Form PTO-1595 (Rev. 03/05)
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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)

Rosetta Marketing Strategies Group

2. Name and address of receiving party(ies)

Name: RMSG LLC

Internal Address: 502 Carnegie Center, Suite 100

Princeton, New Jersey 08540

Street Address: 502 Carnegie Center, Suite 100

City: Princeton

State: New Jersey

Country: USA Zip: 08540

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

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 7 July 2005

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

4. Application or patent number(s):

A. Patent Application No.(s)
09/867,801

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael Haynes PLC

Internal Address: 1341 Huntersfield Close

Keswick, Virginia 22947

Street Address: 1341 Huntersfield Close

City: Keswick

State: Virginia Zip: 22947

Phone Number: 434-972-9988

Fax Number: 815-550-8850

Email Address: Mike@MichaelHaynes.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☒ 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 2688
Expiration Date 08/06

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

Signature

11 July 2005

Date

Michael N. Haynes

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 09867801

Docket No. 1005-004

ASSIGNMENT AND AGREEMENT

For and in consideration the sum of One Dollar (\$1.00) lawful money of the United States of America, and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, **Rosetta Marketing Strategies Group**, having an office at 502 Carnegie Center, Suite 100, Princeton, NJ 08540, U.S.A (hereinafter "ASSIGNOR"), hereby sells, assigns, and transfers to **RMSG LLC**, a limited liability company of the State of Delaware, and having an office at 502 Carnegie Center, Suite 100, Princeton, NJ 08540, U.S.A, (hereinafter "ASSIGNEE"), and its successors, assigns and legal representatives, the entire right, title, and interest, in and to all inventions related to **METHOD AND SYSTEM FOR CLUSTERING OPTIMIZATION AND APPLICATIONS** described in an application for Letters Patent in the United States Patent Office as United States Letters Patent Application No. 09/867,801, filed 31 May 2001, hereinafter "APPLICATION", and all the rights and privileges in said application including any and all continuation, division, renewal, or substitute thereof, and also concurrently hereby sells, assigns and transfers to ASSIGNEE the entire right, title and interest in and to said inventions for the United States and all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be or have been granted in the United States or any countries foreign to the United States for said inventions, and including all extensions, re-examinations, and/or reissues corresponding to any such letters patent, to the full end of the term or terms of any such letters patent.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in the United States and in all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the

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right of ASSIGNEE to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for said inventions be issued to ASSIGNEE in the United States and all countries foreign to the United States, or to such nominees as ASSIGNEE may designate.

ASSIGNOR agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE, but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

ASSIGNOR hereby represents and warrants that there are no rights or interests outstanding with respect to any third party inconsistent with the rights and interests granted herein and that ASSIGNOR has not executed and shall not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and that ASSIGNOR and its heirs, executors, administrators, and legal representatives, as the case may be, shall execute and deliver to ASSIGNEE, its successors and assigns, any further documents or instruments, including but not limited to affidavits, declarations, powers of attorney and assignments and do any and all further acts that may be deemed necessary by ASSIGNEE, its successors and assigns, to maintain such application or such letters patent and that may be necessary to vest in ASSIGNEE, its successors and assigns the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States of America.

AND, ASSIGNOR further covenants and agrees that ASSIGNOR and its heirs, executors, administrators, and legal representatives, as the case may be, shall at any time upon request, communicate to ASSIGNEE, its successors and assigns, all material facts and provide ASSIGNEE with all available documentation thereof in the possession or control of ASSIGNOR.

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or its heirs, executors, administrators, or legal representatives, as the case may be, relating in any way to such application or such letters patent including the history thereof and shall testify as to same in any interference, litigation, or any other proceeding in the United States of America including its territorial possessions and in any other country when requested to do so by ASSIGNEE, its successors and assigns.

July 7, 2005
Date

Christopher B. Kuenne
Christopher B. Kuenne
President, Rosetta Marketing Strategies Group

United States of America)
State of New Jersey) seal:
County of Merces)
City of Princeton)

On this 7th day of July, 2005, before me personally came Chris Kuenne, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Barbara A. Van Liew
Notary Public

BARBARA A. VAN LIEW
A Notary Public of New Jersey
My Commission Expires Sept. 01, 2009