

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	Sale																
CONVEYING PARTY DATA																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center; padding: 5px;">Name</td> <td style="width: 30%; text-align: center; padding: 5px;">Execution Date</td> </tr> <tr> <td style="padding: 5px;">Enfish Corporation</td> <td style="padding: 5px;">06/04/2004</td> </tr> </table>	Name	Execution Date	Enfish Corporation	06/04/2004													
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Enfish Corporation	06/04/2004																
RECEIVING PARTY DATA																	
Name:	LJM Software, Inc.																
Street Address:	1446 Rose Villa Street																
City:	Pasadena																
State/Country:	CALIFORNIA																
Postal Code:	91106																
PROPERTY NUMBERS Total: 7																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: center; padding: 5px;">Property Type</th> <th style="text-align: center; padding: 5px;">Number</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Application Number:</td> <td style="padding: 5px;">05729730</td> </tr> <tr> <td style="padding: 5px;">Application Number:</td> <td style="padding: 5px;">05893087</td> </tr> <tr> <td style="padding: 5px;">Application Number:</td> <td style="padding: 5px;">06182121</td> </tr> <tr> <td style="padding: 5px;">Application Number:</td> <td style="padding: 5px;">06163775</td> </tr> <tr> <td style="padding: 5px;">Application Number:</td> <td style="padding: 5px;">06151604</td> </tr> <tr> <td style="padding: 5px;">Application Number:</td> <td style="padding: 5px;">05790848</td> </tr> <tr> <td style="padding: 5px;">Application Number:</td> <td style="padding: 5px;">05850522</td> </tr> </tbody> </table>	Property Type	Number	Application Number:	05729730	Application Number:	05893087	Application Number:	06182121	Application Number:	06163775	Application Number:	06151604	Application Number:	05790848	Application Number:	05850522	<div style="writing-mode: vertical-rl; transform: rotate(180deg);">             CH \$280.00 05729730           </div>
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CORRESPONDENCE DATA																	
Fax Number:	(866)459-2899																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	202-783-2700																
Email:	pagodoa@federalresearch.com																
Correspondent Name:	CBCInnovis dba Federal Research																
Address Line 1:	1030 Fifteenth Street, NW, Ste 920																
Address Line 2:	attn: Penelope J.A. Agodoa																
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005																

500051304

PATENT  
 REEL: 016567 FRAME: 0193

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Total Attachments: 15

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**PATENT**

**REEL: 016567 FRAME: 0194**

RECORDATION FORM COVER SHEET

PATENTS ONLY

**4B Patent No. (s)**

1. 05/729730
2. 05/893087
3. 06/182121
4. 06/163775
5. 06/151604
6. 05/790848
7. 05/850522

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**Public Foreclosure Sale of Assets of**

***Enfish Corporation***

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1. Notification of Disposition of Collateral (Uniform Commercial Code Section 9613), given by LJM Software, Inc., successor in interest to Louise Wannier, Chicago Private Investments, Inc., and Drax Holdings, L.P. ("Secured Party") to Enfish Corporation ("Debtor") and declaration of mailing thereof dated May 21, 2004.
2. Affidavit of Publication with respect to publication of Notice of Public Foreclosure Sale in the Los Angeles Times on May 28, 2004.
3. Bid Procedures and Terms of Sale distributed at public foreclosure sale held at 815 Moraga Drive, Los Angeles, California on June 4, 2004 at 11:00 a.m. (the "Sale").
4. Bill of Sale executed by Secured Party in favor of LJM Software, Inc.
5. Acknowledgment of Receipt of Notification of Disposition of Collateral (Uniform Commercial Code Section 9613) executed by Enfish Corporation.

**NOTIFICATION OF DISPOSITION OF COLLATERAL**  
(Uniform Commercial Code Section 9613)

To: Enfish Corporation  
135 N. Robles Avenue  
Pasadena, California 91101-4500

From: LJM Software, Inc., successor in interest to Louise  
Wannier, Chicago Private Investments, Inc., and Drax  
Holdings, L.P. ("Secured Party")  
c/o Levy, Small & Lallas  
815 Moraga Drive  
Los Angeles, California 90049  
Attn: Steven G. Small, Esq.

Name of Debtor: Enfish Corporation ("Debtor")

Notice is hereby given that Secured Party will sell the following collateral ("Collateral"):

all assets of the Debtor, including, without limitation, all accounts receivable and general intangibles (including, without limitation, trade names, trademarks, patents, copyrights, deposits, deposit accounts, software code, website and related internet technologies, customer lists, transferable licenses, marketing materials, databases and payment intangibles), computer and other equipment, inventory and all other assets.

to the highest qualified bidder in public as follows:

Day and Date: Friday, June 4, 2004  
Time: 11:00 A.M.  
Place: Levy, Small & Lallas  
815 Moraga Drive  
Los Angeles, California 90049

If you intend to bid at the disposition, please request a copy of the bidding procedures by faxing your request to Ms. Wendy Huey, Levy, Small & Lallas (fax 310-471-7990; tel 310-471-3000). The Debtor is entitled to an accounting of the unpaid indebtedness secured by the property that Secured Party intends to dispose of for a charge of \$25.00. Debtor may request an accounting by contacting Ms. Wendy Huey at the above number.

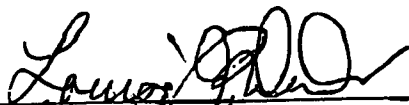
Date: May 18, 2004

Secured Party:

LJM Software, Inc.,

By

Title

  
President

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 815 Moraga Drive, Los Angeles, California 90049.

On May 21, 2004, I served the foregoing document described as **NOTIFICATION OF DISPOSITION OF COLLATERAL (Uniform Commercial Code Section 9613)** on the interested parties in this action by placing a true copy thereof in a sealed envelope addressed as follows:

Enfish Corporation  
135 N. Robles Avenue  
Pasadena, California 91101-4500

☒ By First Class Mail

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed May 21, 2004, at Los Angeles, California.

Wendy Ballot Huey  
WENDY BALLOT HUEY

Levy, Small & Lallas  
815 Moraga Drive  
Los Angeles, CA 90049

## Affidavit of Publication

—of—

Classified Advertising

State of California, {

County of Los Angeles

ss.

Yamileth Varas \_\_\_\_\_ of said

County and State being duly sworn, says:

That he is and at all times herein mentioned was a citizen of the United States, over 21 years of age, and not a party to nor interested in the above entitled matter; that he is a principal clerk of the printers and publishers of the **LOS ANGELES TIMES** a newspaper printed and published daily in the said Los Angeles County; that the

### Legal Notice

in the above entitled matter of which the annexed is a printed copy, was published in said newspaper

**LOS ANGELES TIMES**

202 West First ST. Los Angeles, CA. 90012

on the following days, to-wit:

May 28, 2004

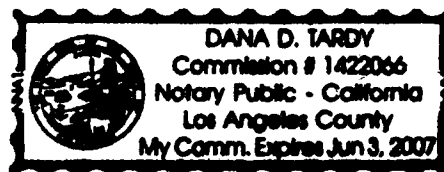
**Notice of Public Foreclosure Sale**  
On Friday, June 4, 2004, at 11:00 A.M. at 815 Moraga Drive, Los Angeles, California 90049, LJM Software, Inc. ("Secured Party") will sell the collateral of Enfish Corporation (the "Debtor") described below to the highest qualified bidder in public in accordance with the bidding procedure referenced below: All assets of the Debtor, including: all accounts, general intangibles, trade names, trademarks, patents, copyrights, software code, technology, customer lists, computer and other equipment. Debtor was in the information management software business. If you wish to bid at the sale, please request a copy of the bidding procedures by fax to (310) 471-7990, Attn: Ms. Huey. Attendance will be limited to bidders who have cashier's checks made payable to the Secured Party in the amount of at least \$5,000.

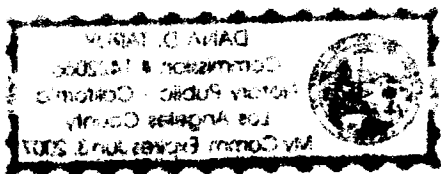
Subscribed and sworn to before

me, this 22<sup>nd</sup> day of

June 2004

Notary Public in and for the County of Los Angeles, State of California





**Los Angeles Times  
Communications LLC**

Publishers of  
Los Angeles Times

**Affidavit of Publication of**

**PUBLIC FORECLOSURE SALE OF ASSETS OF**

**ENFISH CORPORATION**

**BID PROCEDURES AND TERMS OF SALE**

**THE SALE OF THE COLLATERAL WILL BE "AS IS", "WHERE IS", "WITH ALL FAULTS", WITHOUT WARRANTY AS TO TITLE, POSSESSION, QUIET ENJOYMENT, QUALITY, MERCHANTABILITY, NONINTERFERENCE, NON-INFRINGEMENT, USE, FITNESS FOR A PARTICULAR PURPOSE, OR THE LIKE OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES, AND NO REPRESENTATION OR WARRANTY IS OR WILL BE MADE AS TO ANY OF THE COLLATERAL.**

**ALL SALES FINAL**

These procedures and terms relate to the public foreclosure sale being conducted by LJM Software, Inc. ("Secured Party") of the assets ("Collateral") of Enfish Corporation (the "Debtor"). This document is being provided by Secured Party to prospective bidders and other persons who have expressed an interest in purchasing some or all of the Collateral.

Although best efforts have been used to accurately describe the Collateral in the Notice of Sale, no representations or warranties are made as to the accuracy or completeness of the description or as to whether all of the items described will actually be offered for sale.

The sale of the Collateral will be made without recourse, covenants, warranty or representation, expressed or implied, to satisfy, in part, the current indebtedness and obligations of Debtor to Secured Party which are secured by the Collateral. The sale will be conducted pursuant to the Uniform Commercial Code and other applicable laws.

The following rules and procedures (the "Rules") will govern the bidding process and the sale:

1. All prospective bidders (other than Secured Party) must appear in person at the time of the sale and must exhibit qualification to bid consisting of cashier's checks made payable to Secured Party in the amount of at least \$5,000.
2. Bids may not be made by any person acting as an agent for another unless its principal or principals are disclosed to Secured Party in writing prior to the sale.
3. Secured Party reserves the right in its sole discretion to sell the Collateral in bulk, in designated lots, or by individual items or rights, and to add to or delete specific lots or individual items or rights. Secured Party reserves the right to require bidding to be in minimum increments of \$5,000 (provided that, with respect to any credit bid by Secured Party, such credit

bid may, but need not, be in the approximate amount of indebtedness owed by Debtor rather than exceeding the next highest bid by the full \$5,000 increment).

4. Only cash bids (other than credit bids by Secured Party) that are for all of the Collateral (or, if not for all of the Collateral, that identify the specific items and rights comprising the Collateral sought to be purchased) and that specify the amount of the cash bid will be considered. Secured Party reserves the right to require bids to be in writing. Any bid which contains provisions which trigger an automatic increase in the consideration offered depending upon the consideration offered by others will be declared void and will receive no consideration. Bids must be unconditional and the cash purchase price of accepted bids must be paid as provided herein.

5. Secured Party reserves the right to divide the Collateral is into designated lots for bidding or to require that bids be for all of the Collateral. Secured Party reserves the right to enter a credit bid at any time during the bidding process for all and/or any portion of the Collateral. Secured Party also reserves the right to adjourn the sale, at any time and from time to time, after receiving bids from the floor to consider those bids, or otherwise, and, following any such adjournment and consideration, to credit-bid for all and/or any portion of the Collateral. Secured Party also reserves the right, following any such adjournment and consideration, to reopen the floor to higher or better bids. Please be advised that any bid made is irrevocable and cannot be withdrawn. Bids made will be canceled only by a higher or better bid made and accepted (subject to payment as provided herein).

6. Bids for less than all of the Collateral in a designated lot may be rejected in favor of bids for all of the Collateral in a designated lot or bids for all of the Collateral, and bids for less than all of Debtor's right, title and interest in and to a particular item or license of intellectual property may be rejected in favor of bids for all of Debtor's right, title and interest in and to that particular item or license of intellectual property or for all of Collateral in a designated lot or for all of the Collateral.

7. If competing offers for different items or rights comprising the Collateral are submitted, Secured Party may adjourn the sale to determine which offer(s) will be accepted. Secured Party will have no obligation to accept any bid, whether or not such bid represents the highest proposed purchase price. Secured Party expressly reserves the right in its own absolute discretion to evaluate the terms and conditions of any bid and to reject any or all bids without assigning any reasons, and its decision in this regard will be final.

8. Secured Party also reserves the right to discuss with any potential bidder or purchaser, at any time during and after the adjournment, the terms of any bid submitted by such party for the purpose of clarifying the terms of such bid in any respect. Therefore, each bidder at the sale should indicate to Secured Party where Secured Party may reach such bidder by telephone or fax or e-mail during any adjournment of the sale and in order to notify such bidder of the time that the sale will reconvene following such adjournment.

9. The indebtedness of Debtor to Secured Party consists of the sum of principal of approximately \$3,136,192, plus interest, plus additional fees, costs and other charges due, owing and unpaid under the loan documents. Secured Party reserves the right to credit bid at the sale.

10. Secured Party reserves the right to postpone and renounce the time and date of the sale or to adjourn the sale at any time, without further notice other than oral announcement at the sale.

11. Bids accepted by Secured Party shall be deemed accepted conditioned upon payment as provided herein. Each bidder whose bid has been so conditionally accepted will be required to make a non-refundable deposit in cash, certified or cashier's check, acceptable to Secured Party, of not less than 25% of the purchase price at the sale, and will be required to make payment in full of the balance of the purchase price, in cash, certified or cashier's check, or by wire transfer to Secured Party (via wire instructions to be provided by Secured Party) within one business day after conditional award of bid. Any such checks are to be made payable to Secured Party. Secured Party reserves the right to require those wishing to attend the sale to display to Secured Party, prior to the sale, evidence that such person is a bidder and has in its possession cash or one or more certified or cashier's checks in the amount of at least \$5,000.

12. In the event that the bidder whose bid has been conditionally accepted fails to pay either the requisite deposit or the whole of the purchase price within the time set forth above by Secured Party and/or fails to timely comply with any of the conditions or terms of the sale, then: (a) such defaulting bidder's conditionally accepted bid shall be deemed in default and Secured Party may retain and/or recover the deposit specified above as liquidated damages; (b) items covered by such defaulting bidder's bid that are not paid for can be resold at public or private sale without further notice and any deficiency resulting from such resale shall be paid to Secured Party by the defaulting bidder, together with all charges, fees and expenses incurred by such resale and enforcement of the obligation hereunder; and (c) the next highest or next best bid (if any) received by Secured Party in accordance with the Rules may, in Secured Party's sole and absolute discretion, be rejected or deemed accepted conditioned upon payment as provided herein.

13. It is the sole responsibility of the purchaser to acquire possession of all tangible personal property Collateral directly from Debtor and to secure all safety equipment to meet all applicable government safety standards in using or removing items purchased. Secured Party shall have no liability to the purchaser due to non-delivery of any item of tangible personal property Collateral for any reason.

14. Items must be removed from the premises of Debtor within the removal time announced at the sale, unless other arrangements are made with Secured Party. No item can, on any account, be removed before termination of the sale. Removal shall be at the sole expense, risk and liability of the purchaser. Secured Party shall not be responsible for items not removed within the time allowed.

15. As a condition of sale, the purchaser does hereby indemnify and hold harmless Secured Party from any and all damages, claims or liabilities from injuries to persons or property of any type whatsoever caused or allowed by purchaser or its agents during the sale or by the removal of items purchased.

16. The purchaser shall be responsible for all applicable sales, use, or other taxes and all applicable transfer or assignment fees arising from the disposition by Secured Party of the Collateral purchased by such purchaser and, as a condition of sale, the purchaser does hereby

indemnify and hold harmless Secured Party from any and all damages, claims or liabilities arising from such taxes and/or fees.

17. Secured Party reserves the right to postpone and renote the time and date of the sale or to adjourn the sale at any time.

**Secured Party reserves the right to amend, modify or further clarify these Rules at any time with or without notice thereof to potential bidders.**

## BILL OF SALE

In consideration for the credit bid of \$800,000, the undersigned hereby sells, assigns and transfers to the following person ("Buyer"):

LJM SOFTWARE, INC.

all of the following assets (the "Assets") of Enfish Corporation (the "Debtor"), in accordance with Section 9613 of the Uniform Commercial Code:


all assets of the Debtor, including, without limitation, all accounts receivable and general intangibles (including, without limitation, trade names, trademarks, patents, copyrights, deposits, deposit accounts, software code, website and related internet technologies, customer lists, transferable licenses, marketing materials, databases and payment intangibles), computer and other equipment, inventory and all other assets.

The undersigned certifies that the Buyer was the successful bidder at the Public Foreclosure Sale of the Assets held on June 4, 2004.

**THE SALE OF THE ASSETS IS "AS IS", "WHERE IS", "WITH ALL FAULTS", WITHOUT WARRANTY AS TO TITLE, POSSESSION, QUIET ENJOYMENT, QUALITY, MERCHANTABILITY, NON-INTERFERENCE, NON-INFRINGEMENT, USE, FITNESS FOR A PARTICULAR PURPOSE, OR THE LIKE OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES, AND NO REPRESENTATION OR WARRANTY IS OR WILL BE MADE AS TO ANY OF THE ASSETS.**

**THIS SALE IS FURTHER SUBJECT TO** the attached Bid Procedures and Terms of Sale.

LJM SOFTWARE, INC.

By   
Name LOUISE J. Wanner  
Title President & Chairman

BILL OF SALE

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LJM SOFTWARE, INC.

all of the following assets (the "Assets") of Enfish Corporation (the "Debtor"), in accordance with Section 9613 of the Uniform Commercial Code:

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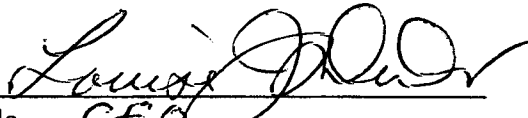
LJM SOFTWARE, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF  
NOTIFICATION OF DISPOSITION OF COLLATERAL**  
(Uniform Commercial Code Section 9613)

The undersigned hereby acknowledges receipt of the attached Notification of Disposition of Collateral on the date of the same, May 18, 2004, and the undersigned acknowledges and agrees that the same was given in accordance with Uniform Commercial Code Section 9613 and the security agreement and other documents pursuant to which the disposition is being conducted.

**Enfish Corporation**

By   
Title CEO

**ACKNOWLEDGMENT OF RECEIPT OF  
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**Enfish Corporation**

By \_\_\_\_\_  
Title \_\_\_\_\_