

9-7-05

09-12-2005

Docket No.: KOL0001-US

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp.5/31/2002)
P08/REV03



T U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

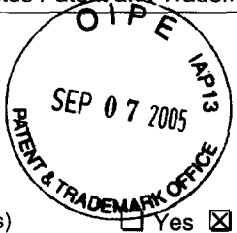
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Tab settings

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

1. Name of conveying party(ies):
Matthew B. KOLL

Additional names(s) of conveying party(ies) Yes No



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

Name: **Wondir, Inc.**

Internal Address: **Suite 1200**

Street Address: **7735 Old Georgetown Road**

City: **Bethesda** State: **MD** ZIP: **20814**

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other

Execution Date: **August 22, 2005**

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

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

A. Patent Application No.(s)
10/373,696 filed **02/27/2003**

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: **MICHAEL BEDNAREK**

Internal Address: **PILLSBURY WINTHROP SHAW
PITTMAN LLP**

Street Address: **1650 TYSONS BOULEVARD**

09/09/2005 ECOOPER 00000237 033975 10373696

01 FC:8021 40.00 DA

City: **MCLEAN** State: **VA** ZIP: **22102**

6. Total number of applications and patents involved: **11**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

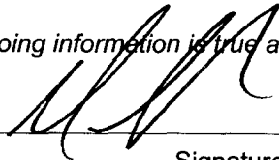
Authorized to be charged to deposit account

8. Deposit account number:
03-3975

(Attach duplicate copy of this page if paying by deposit account)

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9. 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.

MICHAEL BEDNAREK  **SEPTEMBER 7, 2005**

Name of Person Signing Signature **11** Date

Total number of pages including cover sheet, attachments, and document: **11**

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22304-1450

PATENT
REEL: 016957 FRAME: 0640

ASSIGNMENT

WHEREAS, Matthew B. Koll, residing at 6912 Nevis Road, Bethesda, MD, 20817, (hereinafter "Assignor") has invented certain new and useful improvements in an **INTERACTIVE STREAMING TICKER**, for a full description of which, reference is here made to an application for Letters Patent of the United States of America Serial. No. **10/373,696**, filed **February 27, 2003** in the U.S. Patent and Trademark Office; and

WHEREAS, Wondir, Inc., a corporation of the State of Delaware, having its principal office and place of business at 7735 Old Georgetown Road, Suite 1200, Bethesda, MD 20814 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, pursuant to the Subscription Agreement executed on October 18, 2003 (redacted version attached hereto), which sets forth the good and valuable and legally sufficient consideration, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenants and agrees, for himself and for his respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the

prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this 22 day of August, 2005.

SIGNATURE: *Matthew Koll*
NAME: MATTHEW B. KOLL

STATE OF Maryland

COUNTY OF Montgomery

I, Sandra Lucas, a Notary Public in and for the County and State aforesaid, do hereby certify that MATTHEW B. KOLL, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 22nd day of August, 2005.

(SEAL)

Sandra Lucas
Notary Public Exp. 8/5/2006

Matthew Koll
6912 Nevis Road
Bethesda, Maryland 20817

October 18, 2003

Wondir, Inc.
6912 Nevis Road
Bethesda, Maryland 20817
Attention: Board of Directors

Dear Directors:

This Subscription Agreement sets forth the agreements and understandings by and between Matthew Koll ("Subscriber") and Wondir, Inc., a Delaware corporation (the "Company"), relating to Subscriber's subscription for, and purchase of, an aggregate of [REDACTED] shares of the Company's Common Stock (the "Shares").

1. Terms of Subscription. Subscriber understands and agrees that Subscriber's subscription, purchase and ownership of the Shares is subject to the terms of this Subscription Agreement.

(a) In consideration of the cancellation of certain indebtedness in aggregate principal amount of [REDACTED] (the "Indebtedness") owed by the Company to the Subscriber, [REDACTED]

[REDACTED] the Company desires to issue to Subscriber, and Subscriber desires to accept from the Company, [REDACTED]

[REDACTED] Upon the issuance of the certificate(s) representing the Loan Shares to the Subscriber, the Indebtedness is hereby paid in full and cancelled, and this Subscription Agreement shall constitute evidence of such payment and cancellation.

(b) In consideration of the intellectual property and other assets described on Exhibit A hereto (the "Wondir IP"), the aggregate fair market value of which the Company and the Subscriber each acknowledge and agree to be equal to [REDACTED] the Company desires to issue to Subscriber, and Subscriber desires to accept from the Company, [REDACTED] of the Shares (the "IP Shares"). Upon the execution of this Subscription Agreement and the issuance of the certificate(s) representing the IP Shares, the Subscriber (and, in the case of the domain names set forth on Exhibit A, Subscriber's single

member limited liability company, Koll Systems, L.L.C.) does hereby sell, convey, transfer, deliver and assign all the Subscriber's right, title and interest in and to the Wondir IP to the Company, free and clear of all liabilities, charges, obligations, security interests, liens and other encumbrances, and the Company does hereby purchase and accept from the Subscriber all of the Subscriber's right, title and interest in and to the Wondir IP.

2. Subscriber Representations and Warranties. In connection with Subscriber's subscription for, and purchase of, the Shares, Subscriber represents and warrants to the Company that:

(a) Subscriber has such knowledge and experience in financial and business matters so as to be capable of evaluating and understanding, and has evaluated and understood, the merits and risks of an investment in the Company and the purchase of the Shares, and Subscriber has been given the opportunity (i) to obtain information and to examine all documents relating to the Company and the Company's business, (ii) to ask questions of, and to receive answers from, the Company concerning the Company, the Company's business and the terms and conditions of this investment, and (iii) to obtain any additional information, to the extent the Company possesses such information or could acquire such information without unreasonable effort or expense, necessary to verify the accuracy of any information previously furnished. All such questions have been answered to Subscriber's full satisfaction, and all information and documents, records and books pertaining to this investment which Subscriber has requested have been made available to Subscriber.

(b) Subscriber is able to bear the substantial economic risks of Subscriber's investment in the Company and the purchase of the Shares in that, among other factors, Subscriber can afford to hold the Shares for an indefinite period and can afford a complete loss of Subscriber's investment in the Company.

(c) No material adverse change in Subscriber's financial condition has taken place during the past twelve (12) months, and Subscriber will have sufficient liquidity with respect to Subscriber's net worth for an adequate period of time to provide for Subscriber's needs and contingencies.

(d) Subscriber is relying solely on Subscriber's own decision or the advice of Subscriber's own adviser(s) with respect to an investment in the Company and the purchase of the Shares, and has neither received nor relied on any communication from the Company, the Company's officers or the Company's agents regarding any legal, investment or tax advice relating to an investment in the Company and the purchase of the Shares.

(e) Subscriber has had an opportunity to read and understand the provisions of this Subscription Agreement, to consult with Subscriber's adviser(s) or counsel regarding the operation and consequences of those provisions and has considered the effect of those provisions on Subscriber.

(f) Subscriber recognizes that investments in the Company involve substantial risks in that, among other factors: (i) successful operation of the Company depends on factors

beyond the control of the Company, (ii) the investment in the Company is a speculative investment and involves a high degree of risk of loss; (iii) the Company is engaged in an industry which is highly competitive and subject to substantial risks relating to rapid technological change, fierce competition in the features and prices of products and services, uncertain distribution channels and an uncertain customer base; (iv) retention of key employees is critical to the Company's business; (v) the Company has a very limited amount of working capital available to it; and (vi) there will be no public market for the Shares and, accordingly, it may not be possible to liquidate an investment in the Company in case of immediate need of funds or any other emergency, if at all. Subscriber has taken full cognizance of, and understands, such risks and has obtained sufficient information to evaluate the merits and risks of an investment in the Company and the purchase of the Shares.

(g) Subscriber confirms that none of the Company's officers nor any of the Company's agents have made any warranties concerning an investment in the Company, including, without limitation, any warranties concerning anticipated financial results, or the likelihood of success of the operations, of the Company.

(h) Subscriber is acquiring the Shares for Subscriber's own account, for investment and not with a view to, or in connection with, any public offering or distribution of the same and without any present intention to sell the same at any particular event or circumstances. Subscriber has no agreement or other arrangement with any person to sell, transfer or pledge any part of the Shares subscribed for which would guarantee Subscriber any profit or against any loss with respect to the Shares.

(i) Subscriber is a resident and domiciliary of the state specified on the last page hereof, and has no present intention of becoming a resident of any other state or jurisdiction.

(j) Subscriber understands that no federal or state agency has passed on or made any recommendation or endorsement of an investment in the Shares.

(k) Subscriber understands that the Shares have not been registered under the Securities Act of 1933, as amended (the "Act") or applicable state securities laws, and are being offered and sold under an exemption from registration provided by such laws and the rules and regulations thereunder; further, Subscriber understands that the Company is under no obligation to register the Shares or to comply with any applicable exemption under any applicable securities laws with respect to the Shares. Subscriber must bear the economic risks of an investment in the Company for an indefinite period of time because it is not anticipated that there will be any market for the Shares and because the Shares cannot be resold unless subsequently registered under applicable securities laws or unless an exemption from such registration is available. Subscriber also understands that the exemption provided by Rule 144 under the Act may not be available because of the conditions and limitations of such Rule, and that in the absence of the availability of such Rule, any disposition by Subscriber of any portion of the Shares may require compliance with some other exemption under the Act and that the Company is under no obligation and does not plan to take any action in furtherance of making Rule 144 or any other exemption so available.

(l) Subscriber has been informed that legends referring to the restrictions indicated herein will be placed on the certificate(s) evidencing the Shares being acquired by Subscriber.

(m) If Subscriber is required to file Form 144 with the Securities and Exchange Commission in connection with sales of Shares or any other shares of capital stock of the Company pursuant to Rule 144 under the Act, Subscriber will deliver a copy of such Form to the Company at the same time and each time Subscriber is required to file a copy with the Securities and Exchange Commission.

(n) Subscriber is an "accredited investor" as such term is defined in Regulation D promulgated under the Act.

(o) Subscriber agrees that the foregoing representations and warranties will survive the sale of the Shares to Subscriber, as well as any investigation made by any party relying on same.

3. General Provisions.

(a) This Subscription Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware without regard to rules thereof relating to conflicts of laws.

(b) This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior Subscription Agreement for Shares executed by Subscriber. This Subscription Agreement may be amended only by a writing executed by the parties hereto. By executing this Subscription Agreement, Subscriber acknowledges and agrees that Subscriber has been fully compensated for services rendered by Subscriber to the Company prior to the date hereof, and that Subscriber is entitled to no additional shares of securities of the Company in connection with services rendered by Subscriber to the Company prior to the date hereof.

(c) The Shares will be assigned or transferred only in accordance with applicable law and the terms of this Subscription Agreement.

(d) This Subscription Agreement will survive Subscriber's death or dissolution and will be binding upon Subscriber's successors, heirs, assignees, representatives and distributees.

IN WITNESS WHEREOF, Subscriber has hereby executed this Subscription Agreement as of the date set forth above.

SUBSCRIBER:



Matthew Koll

Mailing Address:


6912 Nevis Road
Bethesda, Maryland 20817

E-Mail Address: MKOLL@AOL.COM

Social Security Number: 152-483393

ACCEPTED:

Wondir, Inc.

By: 

Surendra Goel,
Vice President, Engineering

Date of Acceptance: _____

WITH RESPECT TO THE TRANSFER OF
THE DOMAIN NAMES SET FORTH ON
EXHIBIT A:

KOLL SYSTEMS, L.L.C.

By: 

Matthew Koll, Manager

Exhibit A

Wondir IP

Question Ticker Intellectual Property:

(i) The "Interactive Streaming Ticker" (a/k/a "Question Ticker") technology developed by the Subscriber (the "Product"), including any and all versions, releases, parts and components thereof;

(ii) all trade secrets, formulae, procedures, processes, know-how, specifications, documents, design specifications and all items, materials and knowledge necessary or useful for the development, use, maintenance, enhancement and support of the Product or necessary or useful to assure performance of all of the functions which the Product was designed to perform, including, but not limited to, any and all user documentation or guides, operator's manuals, installation guides, system documentation and manuals, narrative descriptions, flowcharts, program component descriptions, design specifications, file layouts, maintenance and installation job control language, logic flow diagrams, source codes, object codes, macros, algorithms, load modules, output reports, test or other data, marketing material and other necessary information owned or held by Subscriber relating to the Product;

(iii) any item of computer product derived from the Product or from any part or parts of such Product and all rights to use thereof for any purpose;

(iv) any and all copyrights, patents, trademarks, service marks, trade names, as well as any registrations thereof, by any Federal, state or foreign government or applications therefor, or other proprietary rights relating to or associated with the Product, any part thereof or any item described in subparagraphs (ii) or (iii) hereof and the goodwill associated with or appurtenant to any and all of the foregoing;

(v) all compilations or lists of previous, present or prospective customers of the Product; any and all license agreements, leases, maintenance, product support and enhancement agreements or other arrangements of any nature whatsoever regarding or relating to the Product (including, without limitation, all right, title and interest of Subscriber (as licensor) in, to and under any license of the Product to The Wonder Research Foundation, Inc., a Delaware nonstock corporation (as licensee)) or any items described in subparagraphs (ii), (iii) or (iv); and any contract rights thereunder, including, but not limited to, any revenues, proceeds or other amounts due to Subscriber thereunder as of the date hereof or at any time hereafter; and

(vi) the exclusive worldwide rights to modify, enhance, support, distribute, sell, market, lease, rent, license, sublicense or otherwise convey the Product or any part thereof or any items described in subparagraphs (ii), (iii), (iv) or (v) to any individual, entity or group.

Domain Names:

www.wondir.org

