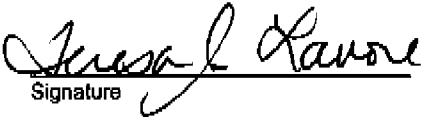


Substitute Form PTO-1595
Attorney Docket No.: 14004-005001

RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner for Patents: Please record the attached original document(s) or copy(ies).			
1. Name of conveying party(ies): <p style="text-align: center;">Ares Laboratories, LLC</p> <p style="text-align: center;">Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	2. Name and address of receiving party(ies): <p style="text-align: center;">Crosslink-D, Incorporated 3480 Industrial Blvd., Suite 105 West Sacramento, CA 95691-5006</p>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: <p style="text-align: center;">Execution Date: May 18, 2005</p>	<p style="text-align: center;">Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: <table style="width: 100%;"> <tr> <td style="width: 50%;"> A. Patent Application No(s).: <p style="text-align: center;">See attached Schedule A; and U.S. Appln. No. 11/145,678, filed June 6, 2005</p> </td> <td style="width: 50%;"> B. Patent No(s).: </td> </tr> </table> <p style="text-align: center;">Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		A. Patent Application No(s).: <p style="text-align: center;">See attached Schedule A; and U.S. Appln. No. 11/145,678, filed June 6, 2005</p>	B. Patent No(s).:
A. Patent Application No(s).: <p style="text-align: center;">See attached Schedule A; and U.S. Appln. No. 11/145,678, filed June 6, 2005</p>	B. Patent No(s).: 		
5. Name/address of party to whom correspondence concerning document should be mailed: <p style="text-align: center;">TERESA A. LAVOIE, PH.D. Fish & Richardson P.C., P.A. 60 South Sixth Street Suite 3300 Minneapolis, MN 55402</p>	6. Total number of applications/patents involved: <hr/> 7. Total fee (37 CFR §3.41): \$280 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account. <hr/> 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.		
DO NOT USE THIS SPACE			
9. Statement and Signature: <i>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.</i>			
Teresa A. Lavoie, Ph.D. Reg. No. 42,782 Name of Person Signing	<div style="text-align: center;">  Signature </div> <div style="text-align: center;"> 12/2/05 Date </div>		
Total number of pages including coversheet, attachments and document: 5			

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CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

December 2, 2005
Date of Transmission

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Tammara A. Shinn
Typed Name of Person Signing Certificate

PATENT

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CH \$360.00 061050 11145678

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Docket No.</u>
U.S.	60/108,185	November 12, 1998	14004-016P01
U.S.	09/290,846	April 13, 1999	14004-016001
U.S.	09/438,872	November 12, 1999	14004-017001
PCT	US 99/26713	November 12, 1999	
China	99815407.5	November 12, 1999	14004-004CN1
European Patent Office	99958903.9	November 12, 1999	14004-004EP1
Mexico	2001/004746	November 12, 1999	14004-004MX1
U.S.	10/153,336	May 22, 2002	14004-018001
U.S.	60/343,247	December 31, 2001	14004-005P01
PCT	US 02/41748	December 31, 2002	14004-005W01
Canada	2,471,994	December 31, 2002	14004-005CA1
U.S.	10/334,864	December 31, 2002	14004-005001
European Patent Office	02 797532.5	December 31, 2002	14004-005EP1
Japan	2003-557435	December 31, 2002	14004-005JP1
Mexico	4006438	December 31, 2002	14004-005MX1

and all related foreign and domestic patents, patent applications, divisionals, reissues, re-examinations, continuations, continuations-in-part, certificates of invention, and the like that may issue from or which derive priority from any of the foregoing applications.

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PATENT ASSIGNMENT

PATENT ASSIGNMENT ("Assignment") by and between between ARES LABORATORIES, LLC, a California limited liability company ("Assignor") and CROSSLINK-D, INCORPORATED, a Delaware corporation ("Assignee");

WHEREAS, Assignor is the owner of the patents and patent applications set forth on the attached Schedule A and the inventions disclosed and claimed therein (collectively, the "Assigned Patents");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire Assignor's entire right, title and interest in and to the Assigned Patents;

WHEREAS, Assignor and Assignee are parties to a certain Agreement, dated MAY 1, 2005 in which Assignor has agreed to assign to Assignee, and Assignee has agreed to receive from Assignor, Assignor's interest in and to the Assigned Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, assigns, conveys, delivers, and sets over to said Assignee, Assignor's entire right, title and interest in and to said Assigned Patents, including the right to sue and recover damages for past infringement, any and all patents of addition, re-examinations, reissues, extensions, granted supplementary protection certificates, substitutions, confirmations, registrations, revalidations, revisions, and the like of or to said Assigned Patents and any and all continuations, divisions, and continuations-in-part, to and under any and all additional patents which may be granted on or as a result thereof in the United States and all foreign countries and jurisdictions, rights of priority under the International Convention for the Protection of Industrial Property, the Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres, and any privilege associated with any information related to any such Assigned Patents and rights under such international agreements, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Assigned Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment, sale and transfer not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said Assignee, as assignee of the entire right, title and interest, any and all patents for said applications, including any and all patents of the United States which may be issued and granted on or as a result of the applications aforesaid, in accordance with the terms of this Assignment.

Assignor hereby agrees promptly to execute any papers, including such documentation relating to or supporting chain of title, and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee or to its successors or assigns, the rights hereby transferred.

WHEREFORE, Assignor has caused this Assignment to be duly executed below, on the date indicated, by its duly authorized officer.

Acknowledged and Accepted:

ASSIGNOR:

ARES LABORATORIES, LLC

By: Kent C Coch

Title: Manager

Date: May 18, 2005

ASSIGNEE:

CROSSLINK-D, INCORPORATED

By: Jayl A. Ponz

Title: President/CEO

Date: MAY 18 2005