

11-09-2005

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

J.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



RE

103116561

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11-1-05

1. Name of conveying party(ies)

Scott Milener
Wendell Brown
James Kelly

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

2. Name and address of receiving party(ies)

Name: Browster, Inc.

Internal Address: _____

Street Address: 475 Sansome Street, Suite 1850

City: San Francisco

State: CA

Country: USA Zip: 94111

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

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

Execution Date(s) October 28 and 31, 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):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Daniel Vaughan

Internal Address: _____

Street Address: 39180 Liberty Street, Suite 103

City: Fremont

State: CA Zip: 94538

Phone Number: 510-790-9960

Fax Number: 510-790-9964

Email Address: dan@parklegal.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- 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 6514
Expiration Date 05/07

b. Deposit Account Number 50-1801

Authorized User Name Daniel Vaughan

9. Signature:

Daniel Vaughan
Signature

November 1, 2005

Date

Daniel E. Vaughan
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

11/04/2005 MBELETE1 00000048 11264418

06 FC:8021

(40.00 DP)

PATENT
REEL: 017187 FRAME: 0230

112991 U.S. PTO
11/264418



110105

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

- | | |
|---|--|
| (1) MILENER, Scott
2729 Lombard Street, #1
San Francisco, CA 94123 | (2) BROWN, Wendell
4132 S. Rainbow Blvd., #494
Las Vegas, NV 89103 |
| (3) KELLY, James
4749 18 th Street
San Francisco, CA 94114 | |

hereinafter termed "Inventors", have invented certain new and useful improvements in

METHOD AND APPARATUS FOR LOOK-AHEAD SECURITY SCANNING

and have executed a declaration or oath of inventorship for an application for a United States patent disclosing and identifying the invention on:

- (1) the 31st day of October, 2005; (2) the 28th day of October, 2005; and
(3) the 31st day of October, 2005.

Said application: being filed herewith; OR
 having Application No. _____, filed on _____, 2004.

WHEREAS, Browster, Inc. a corporation of the State of Delaware, having a place of business at 475 Sansome Street, Suite 1850, San Francisco, CA 94111, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

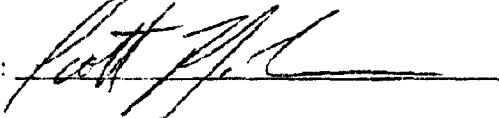
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications,

declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Date: 10/31/05 Signature: 
Name: Scott Milner

Date: _____ Signature: _____
Name: Wendell Brown

Date: _____ Signature: _____
Name: James Kelly

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

- | | |
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San Francisco, CA 94123 | (2) BROWN, Wendell
4132 S. Rainbow Blvd., #494
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2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications,

declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

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4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Date: _____

Signature: _____

Name: Scott Milener

Date: Oct 28, 2005

Signature: Wendell Brown

Name: Wendell Brown

Date: _____

Signature: _____

Name: James Kelly

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

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2729 Lombard Street, #1
San Francisco, CA 94123

(2) BROWN, Wendell
4132 S. Rainbow Blvd., #494
Las Vegas, NV 89103

(3) KELLY, James
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4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Date: _____ Signature: _____

Name: Scott Milener

Date: _____ Signature: _____

Name: Wendell Brown

Date: 10/3/05 Signature: James Kelly

Name: James Kelly