

03-07-2006



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

103191912
PATENTS ONLY

Docket No.: 1104-037A

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)/Execution Date(s):

Yaga, Inc.

Execution Date(s) 03/11/2005

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

2. Name and address of receiving party(ies)

Name: Curio Holdings, Inc.

Internal Address: _____

Street Address: 20 Depot Street, Suite 2A

City: Peterborough

State: NH

Country: USA Zip: 03458

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

3. Nature of conveyance:

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

4. Application or patent number(s):

A. Patent Application No.(s)

☒ 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: Benjamin S. Withrow

Internal Address: Withrow & Terranova, PLLC

Street Address: P.O. Box 1287

City: Cary

State: NC Zip: 27512

Phone Number: 919-654-4520

Fax Number: 919-654-4521

Email Address: _____

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)

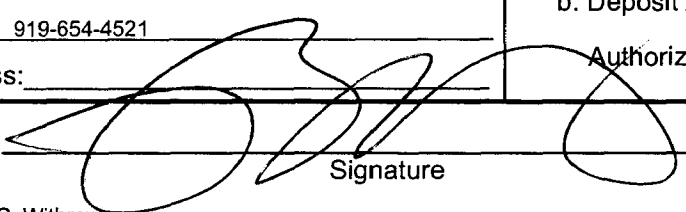
8. Payment Information

a. Credit Card Last 4 Numbers 1002
Expiration Date 04/2007

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

February 28, 2006

Date

Benjamin S. Withrow

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 (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

03/03/2006 RMEBRANT 00000027 11364465

01 FC:8021

(40.00 OP)

PATENT
REEL: 017630 FRAME: 0022

EXHIBIT B

ASSIGNMENT OF RIGHTS

WHEREAS, Yaga, Inc., a Delaware corporation (hereinafter "ASSIGNOR") is the owner of all right, title and interest in new and useful improvements described in certain patent applications listed in Exhibit A hereto (the "Transferred Patents"); and

WHEREAS, Qurio Holdings, Inc., a Delaware Corporation (hereinafter, together with any successors, assigns, legal representatives of Qurio Holdings, Inc., or to any number of iterations of successors and assigns, collectively called "ASSIGNEE") and a wholly-owned subsidiary of FlashPoint Technology, Inc., a Delaware corporation, is desirous of memorializing the transfer of the entire right, title and interest in and to the Transferred Patents for ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, and transfers unto ASSIGNEE the full, exclusive, non-revocable, and worldwide rights currently owned or acquired in the future in and to the Transferred Patents and any and all patents issuing therefrom, and any continuation, divisional, continuation-in-part applications, reissues, and re-examinations, based on any such patent applications that exist as of the date hereof, and any foreign counterparts of such patent applications and any and all patents issuing thereon, continuation, divisional, continuation-in-part applications, reissues and re-examinations that exist as of the date hereof.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks, and any officials of foreign patent systems whose duty it is to issue patents or related rights on the Transferred Patents (or any portion thereof) to issue any patents or document conveying rights arising therefrom to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

ASSIGNOR agrees that upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the Transferred Patents and all patents issuing thereon which are hereby transferred, including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE.

ASSIGNOR hereby covenants and agrees to communicate to ASSIGNEE any facts known to the ASSIGNOR with respect to the Transferred Patents and all patents issuing thereon; provide relevant prior art material as required by law; testify in any legal proceeding; sign all lawful papers; execute all divisional, continuation, continuation-in-part applications, reissues and re-examinations; make all rightful oaths or declarations; and generally do everything possible to obtain, maintain, and enforce proper legal protection for the Transferred Patents and all patents issuing thereon in all countries.

ASSIGNOR hereby further covenants and agrees that ASSIGNOR has the full right to convey the entire interest herein assigned, and ASSIGNOR has not and will not execute any agreement in conflict herewith.

ASSIGNOR agrees that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that each ASSIGNOR shall have the obligation to perform reasonably in the alternative to give the ASSIGNEE the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed stricken.

* * * * *

ASSIGNOR

In testimony whereof, I hereunto set my hand this 11 day of MARCH, 2005.

Yaga, Inc.

By: Vijay Vaidyanathan

(Signature)

(Corporate Seal)

Name: VIJAY VAIDYANATHAN

Title: CEO

California
Santa Clara County

I, Shirley A. Davis, Notary Public for said County and State, certify that Vijay Vaidyanathan personally came before me this day and acknowledged that he/she is CEO (Title) of Yaga, Inc., a corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its CEO (Title), sealed with its corporate seal, and attested by himself/herself as its CEO (Title).

Witness my hand and official seal, this the 11th day of March, 2005.

(Official Seal)



Shirley A. Davis
Notary Public

My commission expires:

9-6-05

EXHIBIT A

<i>Reference</i>	<i>Status</i>	<i>Application Date</i>	<i>Serial Number</i>	<i>Title</i>
Yaga, Inc. 2037P	Pending	1/31/2001	09/773,314	Facilitating File Access From Firewall- Protected Nodes In A Peer-to-Peer Network
Yaga, Inc. 2030P	Pending	3/21/2001	09/814,319	Method and System For Providing A Secure Peer-To-Peer File Delivery Network
Yaga, Inc. 2038P	Pending	3/21/2001	09/814,426	Method and System For Optimizing Private Network File Transfers In A Public Peer-To-Peer Network
Yaga, Inc. 2121P	Pending	6/14/2001	09/881,523	Efficient Transportation of Digital Files In A Peer-to-Peer File Delivery Network
Yaga, Inc. 2316P (APPLP00)	Pending	7/15/2001	09/883,064	A Technique for Accessing Information In a Peer-to-Peer Network
Yaga, Inc. 2060P	Pending	9/26/2001	09/963,812	Method and System For Generating Revenue In A Peer-To-Peer File Delivery Network
Yaga, Inc. 2060CIP-2	Pending	12/27/2001	10/032,751	Digital File Marketplace
Yaga, Inc. 2060CIP2- CIP	Pending	2/26/2002	10/082,884	Method and System for Automatically Distributing Fees, Including a Reseller Commission, During a Digital File Transaction
Yaga, Inc. 2060CIP-3	Pending	5/31/2002	10/159,224	Method and System For Delivering Files in Digital File Marketplace
Yaga, Inc. 2060CIP-C	Pending	11/17/2004	10/991,718 Continuation of 09/970,815 (abandoned)	Digital File Marketplace

ASSIGNMENT OF PATENT APPLICATION

Whereas I an undersigned inventor have invented certain new and useful improvements as set forth in the patent application entitled:

A TECHNIQUE FOR ACCESSING INFORMATION IN A PEER-TO-PEER NETWORK

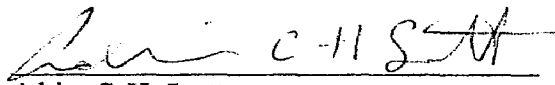
(Atty. Docket No. APPLP001), (check one)

- ☐ for which I have executed a U.S. patent application on even date herewith. (Accompanying)
☒ which bears U.S. application No. 09/883,064. (Not accompanying)
☐ which is a U.S. provisional application. (Accompanying)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I an undersigned inventor hereby:

- 1) Sell, assign and transfer to Yaga, Inc., a Delaware corporation having a place of business at 950 Tower Lane, Suite 900, Foster City, California 94404 ("ASSIGNEE"), the entire right, title and interest in any and all improvements and inventions disclosed in, applications based upon, and patents (including foreign patents and the right to claim priority) granted upon, the above-referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division, continuation, substitute, renewal, re-examination or reissue thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representative, and shall be binding upon the inventor, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.
- 6) Authorize and request my attorney/agent to insert above the application No. in order to assist with recordal of this assignment.

Signed on the date indicated beside my signature.

- 1) Signature:  Date: 11/30/01
Typed Name: Adrian C. H. Scott
- 2) Signature: _____ Date: _____
Typed Name: S. Mitra Ardron

ASSIGNMENT OF PATENT APPLICATION

Whereas I an undersigned inventor have invented certain new and useful improvements as set forth in the patent application entitled:

A TECHNIQUE FOR ACCESSING INFORMATION IN A PEER-TO-PEER NETWORK


(Atty. Docket No. APPLP001), (check one)

- ☐ for which I have executed a U.S. patent application on even date herewith. (Accompanying)
☒ which bears U.S. application No. 09/883,064. (Not accompanying)
☐ which is a U.S. provisional application. (Accompanying)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I an undersigned inventor hereby:

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- 5) Warrant and represent that I have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.
- 6) Authorize and request my attorney/agent to insert above the application No. in order to assist with recordal of this assignment.

Signed on the date indicated beside my signature.

- | | | |
|----|--|---------------------------------|
| 1) | Signature: _____ | Date: _____ |
| | Typed Name: <u>Adrian C. H. Scott</u> | |
| 2) | Signature:  _____ | Date: <u>19th November 2001</u> |
| | Typed Name: <u>S. Mitra Ardron</u> | |