

Form PTO-1595 (Rev. 08/05)
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United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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): Knoa Corporation Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>KNOA Software, Inc.</u> Internal Address: _____ Street Address: _____ 5 Union Square West City: <u>New York</u> State: <u>New York</u> Country: <u>United States of America</u> Zip: <u>10003</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s): <u>May 23, 2006</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) _____ B. Patent No.(s) <u>7,047,498</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>David Leason</u> <u>DARBY & DARBY P.C.</u> Internal Address: <u>Atty. Dkt.: 20278/1202069-US1</u> Street Address: <u>P.O. Box 5257</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10150-5257</u> Phone Number: <u>(212) 527-7700</u> Fax Number: <u>(212) 753-6237</u> Email Address: _____	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>04-0100</u> Authorized User Name <u>David Leason</u>
9. Signature: <div style="text-align: center; margin-top: 20px;"> Signature </div> <div style="text-align: right; margin-top: 10px;"> <u>May 25, 2006</u> Date </div> <div style="text-align: center; margin-top: 10px;"> <u>Richard J. Katz - 47,698</u> Name of Person Signing </div> <div style="text-align: right; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and documents: 4 </div>	

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Attorney Docket No.: 20278/1202069-US1

ASSIGNMENT

WHEREAS, Knoa Corporation is a corporation organized under the laws of the State of Delaware (hereinafter called "ASSIGNOR") in consideration of the sum of Ten Dollars (\$10.00) or the equivalent thereof, and other good and valuable consideration paid to it by

Knoa Software, Inc

a corporation organized under the laws of the State of Delaware, located at 5 Union Square West, New York, New York 10003 (hereinafter "ASSIGNEE"), does hereby sell and assign to said ASSIGNEE, its successors and assigns, all its right, title and interest, as indicated below, throughout the world in and to the invention entitled:

**SYSTEM AND METHOD FOR DYNAMIC ASSISTANCE IN SOFTWARE
APPLICATIONS USING BEHAVIOR AND HOST APPLICATION MODELS**

owned by ASSIGNOR and described in United States Patent Application No. 09/989,716, filed November 20, 2001 (to be issued on May 16, 2006 as United States Patent No. 7,047,498), and all patents, divisions, reissues, continuations and any extensions thereof and rights of priority therein, said interest being the entire ownership interest in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR if this assignment and sale had not be made;

And for the consideration aforesaid, ASSIGNOR hereby covenants and agrees to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with an application concerning said Invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, ASSIGNOR will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the

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procurement of all lawful rights associated with the Invention, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and ASSIGNOR hereby appoints every present or future officer of said ASSIGNEE as its agent to sign all such papers and to do all such necessary acts on its behalf, to the fullest extent permitted by law;

And ASSIGNOR hereby authorizes and requests the Commission of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

ASSIGNOR transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under the patent rights assigned herein prior to or after the effective date of this Agreement.

This assignment shall have an effective date corresponding to the last date of execution.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I have signed this document as my own free act and that all of the foregoing is true and correct.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of Knoa Corporation, that I have signed this document on behalf of Knoa Corporation with the full authority of its board of directors, and that all the foregoing is true and correct.

Dated: 5/23/06

By: 

Name:

Yee-Ping Wu

Title:


CEO

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ACCEPTANCE BY ASSIGNEE

I hereby accept this assignment on behalf of KNOA Software, Inc. I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of KNOA Software, Inc, that I have signed this document on behalf of KNOA Software, Inc with the full authority of its board of directors, and that all the foregoing is true and correct.

Dated: 5/23/2006By: 
Name: Thad Erdman
Title: CEO