

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Peter P Tong	11/20/2006
RECEIVING PARTY DATA	
Name:	IpLearn, LLC
Street Address:	1807 Limetree Lane
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94040
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6498921
CORRESPONDENCE DATA	
Fax Number:	(415)705-6383
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4157056377
Email:	tnoah@dergnoah.com
Correspondent Name:	Dergosits & Noah LLP
Address Line 1:	Four Embarcadero Center, Suite 1450
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	490.01
NAME OF SUBMITTER:	Todd A. Noah

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Total Attachments: 9
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AGREEMENT

WHEREAS, the undersigned, Peter P. Tong, a resident of 1807 Limetree Lane, Mountain View, California, (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

"METHOD AND SYSTEM TO ANSWER A NATURAL-LANGUAGE QUESTION"

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said application having U.S. Serial No. 09/387,932, filed on the 1st day of September, 1999 ("the Application"), and subsequently issued as U.S. Patent No. 6,498,921 on December 24, 2002 (the "Patent").

WHEREAS, IpLearn, LLC, (hereinafter termed "Assignee") previously executed a Corporate-to-Corporate assignment of the Application on March 6, 2000, that included the assignment of the Application to IpLearn, Inc. dba ProfessorQ, Inc. (hereinafter termed the "Earlier Assignment", Exhibit A.)

WHEREAS, Inventor previously also executed an assignment of the Application on January 28, 2002 to Assignee. (hereinafter termed the "Later Assignment", Exhibit B.)

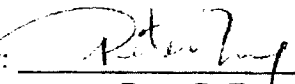
WHEREAS, the Later Assignment was dated after March 6, 2000, and to correct such clerical error, Inventor is executing this Agreement in order to remove any doubt that the Later Assignment was effective before the execution of the Earlier Assignment.

NOW THEREFORE, effective and binding *nunc pro tunc* as of March 5, 2000, for good and valuable consideration acknowledged by the Inventor to have been received in full from the Assignee:

Inventor hereby agrees that the Later Assignment was effective as of March 5, 2000, before the Earlier Assignment.

IN TESTIMONY WHEREOF, Inventor has hereunto signed his name to this Agreement on the date indicated below.

Dated: November 20, 2006

By: 

Peter P. Tong

EXHIBIT A

**CORPORATE TO CORPORATE
ASSIGNMENT OF PATENTS, APPLICATIONS, AND INVENTIONS**

WHEREAS, IPLearn, LLC, a corporation organized and existing under the laws of the State of California and having a principal place of business at 1807 Limetree Lane, Mountain View, CA 94040 (hereinafter "ASSIGNOR"), is the owner of all right, title and interest in the following Letters Patents and applications therefor:

Title:	Learning Method and System Based on Questioning
Inventor(s):	Chi Fai Ho and Peter P. Tong
Patent No.:	5,836,771
Issued Date:	November 17, 1998
Title:	System and Method To Answer A Question
Inventor(s):	Chi Fai Ho
Patent No.:	5,884,302
Issued Date:	March 16, 1999
Title:	Learning Method and System Based on Questioning
Inventor(s):	Chi Fai Ho and Peter P. Tong
Patent No.:	5,934,910
Issued Date:	August 10, 1999
Title:	A Learning Method and System Based on Questioning III
Inventor(s):	Chi Fai Ho and Peter P. Tong
Application Serial No.:	09/347,184
Application Date:	July 2, 1999

Title:	Method and System To Answer A Natural-Language Question
Inventor(s):	Chi Fai Ho and Peter P. Tong
Application Serial No.:	09/387,932
Application Date:	September 1, 1999
Title:	Information Processing For Searching
Inventor(s):	Chi Fai Ho and Peter P. Tong
Application Serial No.:	09/496,863
Issued Date:	February 2, 2000

WHEREAS, PATENT PROPERTY shall include each and all of the following:

(a) the foregoing Letters Patents and applications therefor and the inventions disclosed therein, and all embodiments of such inventions heretofore assigned to ASSIGNOR [all collectively hereinafter termed "said inventions"];

(b) all rights to apply in any and all countries of the world for patents, certificates of invention or other governmental grants on said inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding;

(c) any and all applications filed and any and all patents, certificates of invention or other governmental grants granted on said inventions in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications;

(d) each and every reissue or extension of any of said patents;

(e) each and every patent claim resulting from a reexamination certificate for any and all of said patents, and

(f) the right to sue for and all claims for damages, profits or other recovery resulting from infringement, including past infringement, of any of the foregoing.

WHEREAS, IPLearn, Inc. dba ProfessorQ, Inc., a corporation organized and existing under the laws of the State of California and having a principal place of business at 690 Saratoga Ave., Suite 201, San Jose, CA 95129 (hereinafter "ASSIGNEE") is to acquire from ASSIGNOR the entire right, title and interest in and to said Patent Property.

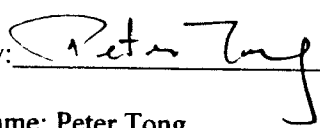
NOW THEREFORE, for good and valuable consideration consisting a non-exclusive license from ASSIGNEE back to ASSIGNOR of said inventions only in the area of learning, training and education, acknowledged by said ASSIGNOR to have been received in full from said ASSIGNEE:

1. ASSIGNOR hereby sells, assigns, transfers and otherwise conveys to ASSIGNEE, and ASSIGNEE's successors, legal representatives and assigns, the entire right, title and interest in and to the PATENT PROPERTY.

2. ASSIGNOR further agrees to execute and cause to be executed such additional instruments as may be necessary or desirable to confirm the transfer of rights as herein contemplated, to record the transfer of rights in the United States and throughout the world, and to permit ASSIGNEE, and ASSIGNEE's successors, legal representatives and assigns to enforce the PATENT PROPERTY.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized corporate officer and delivered to ASSIGNEE this 6th day of March, 2000, in the State of California.

IPLearn, LLC

By: 
Name: Peter Tong
(Type or Print)
Title: Managing Partner

IN WITNESS WHEREOF, Peter Tong has executed this instrument on the date of acknowledgement before Wayne Chan and Chi Fai Ho as given below and delivered this instrument to the Assignee.

Date: March 6, 2000

Date: March 6, 2000

Name: Wayne Chan

Name: Chi Fai Ho

Signature 

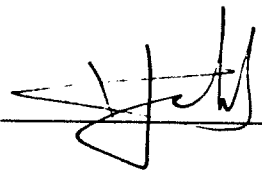
Signature 

EXHIBIT B

ASSIGNMENT AGREEMENT

WHEREAS, the undersigned, Peter Tong, a resident of 1807 Limetree Lane, Mountain View, California (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

Method and System to Answer a Natural-Language Question

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

Said application having Serial Number 09/387,932 and filed on the 1st day of September, 1999.

WHEREAS IPLearn (hereinafter termed "Assignee"), a limited liability corporation of the State of California, having a place of business at 1807 Limetree Lane, Mountain View, State of California, wishes to acquire 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 by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

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

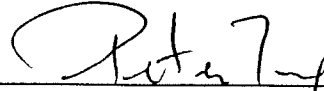
1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees 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 other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing 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 complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor 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 Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the Inventor has executed this instrument on the date of acknowledgement before Ho Chi Fai as given below and delivered this instrument to the Assignee.



(Inventor's Signature)

Date: Jan 28, 2004

Name: Ho Chi Fai

Signature

