

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Name of the Assignee and address of the Assignee previously recorded on Reel 017797 Frame 0489. Assignor(s) hereby confirms the Sale of Patent Application Agreement.												
CONVEYING PARTY DATA													
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>NexPrise, Inc. F/K/A Ventro Corp.</td><td>11/07/2003</td></tr></table>		Name	Execution Date	NexPrise, Inc. F/K/A Ventro Corp.	11/07/2003								
Name	Execution Date												
NexPrise, Inc. F/K/A Ventro Corp.	11/07/2003												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>Intergraph Software Technologies Company</td></tr><tr><td>Street Address:</td><td>2215-B Renaissance Drive, Ste. 14</td></tr><tr><td>City:</td><td>Las Vegas</td></tr><tr><td>State/Country:</td><td>NEVADA</td></tr><tr><td>Postal Code:</td><td>89119</td></tr></table>		Name:	Intergraph Software Technologies Company	Street Address:	2215-B Renaissance Drive, Ste. 14	City:	Las Vegas	State/Country:	NEVADA	Postal Code:	89119		
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Street Address:	2215-B Renaissance Drive, Ste. 14												
City:	Las Vegas												
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Postal Code:	89119												
PROPERTY NUMBERS Total: 5													
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Application Number:</td><td>11094598</td></tr><tr><td>Application Number:</td><td>11094005</td></tr><tr><td>Application Number:</td><td>11094564</td></tr><tr><td>Application Number:</td><td>11094621</td></tr><tr><td>Application Number:</td><td>09843344</td></tr></table>		Property Type	Number	Application Number:	11094598	Application Number:	11094005	Application Number:	11094564	Application Number:	11094621	Application Number:	09843344
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Application Number:	11094598												
Application Number:	11094005												
Application Number:	11094564												
Application Number:	11094621												
Application Number:	09843344												
CORRESPONDENCE DATA													
Fax Number: (617)443-0004 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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Correspondent Name: Jeffrey T. Klayman													
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ATTORNEY DOCKET NUMBER:	2686/113-117												

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PATENT  
REEL: 018955 FRAME: 0643

NAME OF SUBMITTER:

Jeffrey T. Klayman

**Total Attachments: 7**

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**PATENT**

**REEL: 018955 FRAME: 0644**

## PATENT ASSIGNMENT

Electronic Version v1.1  
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06/15/2006  
500115641

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Sale of Patent Application Agreement
EFFECTIVE DATE:	11/07/2003
CONVEYING PARTY DATA	
Name	Execution Date
Nexprise, Inc., f/k/a Ventro Corp.	11/07/2003
RECEIVING PARTY DATA	
Name:	Integrapp Software Technologies Company
Street Address:	2325-B Renaissance Drive, Suite 16
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	09843344
Application Number:	11094598
Application Number:	11094005
Application Number:	11094564
Application Number:	11094621
CORRESPONDENCE DATA	
Fax Number:	(617)443-0004
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Jeffrey T. Klayman
Address Line 1:	125 Summer Street
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2686.113-117

CH \$200.00 09843344

NAME OF SUBMITTER:

Jeffrey T. Klayman

Total Attachments: 3

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## SALE OF PATENT APPLICATION AGREEMENT

This SALE OF PATENT APPLICATION AGREEMENT (the "Agreement") is made as of November 7, 2003 by and among NexPrise, Inc., a Delaware Corporation formerly known as Ventro Corp., having offices at 409 Sherman Avenue, Palo Alto, California, 94306 ("NexPrise") and Intergraph Software Technologies Company, a Nevada corporation, having offices at 2325-B Renaissance Drive, Suite 16, Las Vegas, NV 89119 ("Buyer").

### RECITALS

WHEREAS NexPrise owns and has rights in an application for a United States patent pending, filed on April 27, 2001 entitled Systems and Methods for the Collaborative Design, Construction, and Maintenance of Fluid Processing Plants, Application # 09/843,344 ("Application") and the inventions embodied therein; and

WHEREAS Buyer wishes to purchase and NexPrise wishes to sell NexPrise's rights in the Application and the inventions embodied therein, in accordance with the terms hereinafter provided;

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Buyer shall pay to NexPrise a one-time, non-refundable fee of Three Thousand dollars (\$ 3000.00) in exchange for NexPrise's rights in the Application and the inventions embodied therein.
2. Buyer will be responsible for all future costs and expenses, if any, required to complete the patent application process.
3. Buyer acknowledges that the Patent Rights, defined as all claims of the United States Patent and any foreign patents that shall issue from the Application, and any reissues, divisions and continuations thereof, are provided "AS IS" without warranties of any kind whatsoever.
4. Nothing contained in this Agreement shall be construed as: an assurance by NexPrise that any United States Patent will issue from the Application; a warranty or representation by NexPrise as to the validity or scope of any of the Patent Rights; a warranty or representation that the manufacture, lease, sale or use of any product covered by the Patent Rights is or will be free from infringement of any patents or other rights of third parties; an obligation of NexPrise to furnish any manufacturing or technical information, except upon request and at Buyer's expense, NexPrise agrees to furnish copies of the file histories of the Application and of any foreign counterparts related to the Application and any inventor's notes in NexPrise's possession and/or control; imposing on NexPrise any obligation to institute any suit or action for infringement of any of the Patent Rights, or to defend any suit or action brought by a third party which challenge or concerns the validity of the Patent Rights.

5. NexPrise agrees to execute such additional documents, if any, which are necessary (Assignment document from Industria Solutions to Ventro Corp; Certification of Change of Name from Ventro Corp to NexPrise Inc., and Assignment Document from NexPrise to Buyer) to perfect Buyer's ownership interest in said Application and the inventions disclosed therein.
6. NexPrise hereby warrants the following: (i) that NexPrise has not and to the best of NexPrise's knowledge, the Application and the inventions embodied therein are not currently licensed to any third parties, except Intergraph Corporation, a Delaware corporation with offices at Huntsville, Alabama; (ii) that NexPrise is not a party to any agreement that would prohibit it from entering into this Agreement and fully performing its obligations hereunder, including making assignments hereunder; and (iii) that NexPrise is not currently the petitioner in any bankruptcy proceeding.
7. This Agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the state of California, United States of America.
8. Each party agrees that the terms and conditions, but not the existence of this Agreement shall be treated as the other's Confidential Information and that no reference to the terms and conditions of this Agreement or activities pertaining thereto can be made in any form of public or commercial advertising without the prior written consent of the other Party; provided, however, that each party may disclose the terms and conditions of this Agreement: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of the parties; (iv) in connection with the requirements of an initial public offering or securities filing; (v) in confidence, to accountants, banks and financing sources and their advisors; (vi) in confidence in connection with the enforcement of this Agreement or rights under this Agreement; (vii) or in confidence, in connection with a merger or acquisition or proposed merger or acquisition; or the like.
9. This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided for herein or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized officer or representative of the party to be bound thereby.

NEXPRISE, INC.

By: 

Name: Jerome Natoli

Title: Chief Financial Officer

BUYER, INTERGRAPH SOFTWARE  
TECHNOLOGIES COMPANY

By: 

Name: Kristine Eppes

Title: Secretary