

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Larry A. Lincoln	11/14/2001

RECEIVING PARTY DATA

Name:	ExpHand, Inc.
Street Address:	One Annabel Lane, Suite 216
City:	San Ramon
State/Country:	CALIFORNIA
Postal Code:	94583

PROPERTY NUMBERS Total: 18

Property Type	Number
Application Number:	60395579
Application Number:	60395578
Application Number:	60395577
Application Number:	60413113
Application Number:	60413519
Application Number:	60414151
Application Number:	60413926
Application Number:	60413815
Application Number:	60414483
Application Number:	10618445
Application Number:	10618568
Application Number:	10618569
Application Number:	10670998
Application Number:	10670570
Application Number:	10672283

PATENT

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REEL: 019232 FRAME: 0573

OP \$720.00 60395579

Application Number:	10673047
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Application Number:	10672284
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Application Number:	10672279
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**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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ATTORNEY DOCKET NUMBER:	6555/GENERAL
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NAME OF SUBMITTER:	Mark J. Spolyar
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**Total Attachments: 4**

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## ASSIGNMENT OF PATENT RIGHTS

ASSIGNOR: Larry A. Lincoln

ASSIGNEE: ExpHand, Inc.  
One Annabel Lane, Suite 216  
San Ramon, CA 94583

EXECUTION DATE: November 14, 2001

### ASSIGNED PROPERTIES:

- 1) United States Serial No. 60/395,579 filed July 12, 2002, and entitled "Interactive Electronic Commerce and Data Interchange System Featuring Universal Digital Assistant";
- 2) United States Serial No. 60/395,578 filed July 12, 2002, and entitled "Interactive System Allowing for Mass Media Delivery of Advertising, Promotion, Electronic Commerce and Data Interchange Messages";
- 3) United States Serial No. 60/395,577 filed July 12, 2002, and entitled "Interactive Electronic Commerce System Facilitating Management of Advertising, Promotion and Information Interchange Messages";
- 4) United States Serial No. 60/413,113 filed September 24, 2002, and entitled "Interactive Information Retrieval System Allowing for Graphical Generation of Informational Queries";
- 5) United States Serial No. 60/413,519 filed September 25, 2002, and entitled "Automated Information Exchange System and Method";
- 6) United States Serial No. 60/414,151 filed September 27, 2002, and entitled "Electronic Token-Based Payment System Featuring Multiple Token Types";
- 7) United States Serial No. 60/413,926 filed September 26, 2002, and entitled "Block-Based Encoding and Decoding Information Transference System and Method";
- 8) United States Serial No. 60/413,815 filed September 26, 2002, and entitled "Dual-Indicia Information Exchange System and Method";
- 9) United States Serial No. 60/414,483 filed September 27, 2002, and entitled

Assignment Cover Sheet – ExpHand, Inc.

"Intensity Modulated Ribbon Data Encoding and Decoding System and Method";

10) United States Serial No. 10/618,445 filed July 11, 2003 and entitled "Interactive Electronic Commerce and Message Interchange System";

11) United States Serial No. 10/618,568 filed July 11, 2003 and entitled "Interactive Electronic Commerce and Message Interchange System Featuring Delivery of Messages Tailored to Individual Users";

12) United States Serial No. 10/618,569 filed July 11, 2003 and entitled "Interactive Electronic Commerce System Facilitating Management of Advertising, Promotion and Information Interchange Messages";

13) United States Serial No. 10/670,998 filed September 24, 2003 and entitled "Interactive Information Retrieval System Allowing for Graphical Generation of Informational Queries";

14) United States Serial No. 10/670,570 filed September 25, 2003 and entitled "Automated Information Exchange System and Method";

15) United States Serial No. 10/672,283 filed September 26, 2003 and entitled "Electronic Token-Based Payment System Featuring Multiple Token Types";

16) United States Serial No. 10/673,047 filed September 26, 2003 and entitled "Block-Based Encoding and Decoding Transference System and Method";

17) United States Serial No. 10/672,284 filed September 26, 2003 and entitled "Dual-Indicia Information Exchange System and Method"; and

18) United States Serial No. 10/672,279 filed September 26, 2003 and entitled "Intensity Modulated Ribbon Data Encoding and Decoding System and Method."

**TECHNOLOGY AND INVENTION ASSIGNMENT  
AND CONFIDENTIAL INFORMATION AGREEMENT**

In consideration for [REDACTED]

[REDACTED], the undersigned hereby assigns to the Company all of the undersigned's right, title and interest, on an unlimited, perpetual and worldwide basis, in and to all information, know-how, patents, patent applications, designs, trademarks, discoveries, formulae, authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, that the undersigned has or may have solely or jointly developed, conceived or reduced to practice, or caused to be developed, conceived or reduced to practice (or, to the extent that the undersigned aided in such conception, development or reduction to practice, to the fullest extent legally permissible) which relate in any way to the business, proposed business, products or research and/or development activities of the Company (collectively, "Inventions"), including but not limited to the following:

All Inventions related to the Company's business as more completely described in the Company's October 2001 Investor Summary and Financial Forecast, as it may be amended from time to time.

In connection with the foregoing assignment, the undersigned warrants that the undersigned has prepared and delivered to the Company adequate and current written records of all Inventions, which records shall henceforth be the sole property of the Company. The undersigned further represents that this assignment does not breach any written or oral agreement or obligation of the undersigned to any third party.

In further consideration of [REDACTED], the undersigned hereby agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for an obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. The undersigned further agrees that the undersigned's obligation to execute or cause to be executed, when it is in its power to do so, any such instrument or papers shall continue perpetually. In the event the Company is unable because of the undersigned's mental or physical incapacity or for any other reason to secure the undersigned's signature to apply for or to pursue any application for any United States or foreign patents or copyright or mask work right registrations covering Inventions or original works of authorship assigned to the Company as above, the undersigned hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as the undersigned's agent and attorney in fact, to act for and in its behalf and stead to execute and file any such applications and do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by the undersigned.

The undersigned agrees and represents that at all times during the undersigned association with the Company and [REDACTED] and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any

person, firm or corporation without written authorization of the Founder of the Company and the Chief Executive Officer of the Company any Confidential Information of the Company. The undersigned understands that "Confidential Information" means any Company proprietary information, know-how, patents, patent applications, designs, trademarks, discoveries, formulae, processes, manufacturing techniques, ideas or copyrightable works, inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, product plans, products, services, customer lists and customers, markets, software, drawings, electronic mail, engineering, hardware configuration information, finances, or other business information disclosed to the undersigned by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. The undersigned further understands that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of the undersigned.

The undersigned hereby acknowledges that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of this assignment and confidentiality agreement, and accordingly that in such event, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach or ordering specific performance of any of the provisions hereof. The undersigned further agrees that no bond or other security shall be required in obtaining such equitable relief, and consents to the issuance of such injunction and the ordering of such specific performance.

This assignment and confidentiality agreement shall be governed by the laws of the State of California. The undersigned hereby expressly consents to the personal jurisdiction of the state and federal courts located in California for any lawsuit arising from or relating to this assignment and confidentiality agreement. If any provision of this assignment and confidentiality agreement is deemed void by law, then the remaining provisions will continue in full force and effect. This assignment and confidentiality agreement is binding upon the undersigned's heirs, executors, administrators and other legal representatives and is for the benefit of the Company, its successors, and its assigns.

Larry A. Lincoln  
Signature

\_\_\_\_\_  
Name

11-14-01  
Date