

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the pat. no. of the 2nd patent listed on the recordation coversheet. The correct pat. no. should be 6457006 as indicated on Sched 1 previously recorded on Reel 019382 Frame 0968. Assignor(s) hereby confirms the entire interest Nunc Pro Tunc.
CONVEYING PARTY DATA	
Name	Execution Date
Inmentia, Inc.	02/16/2001
RECEIVING PARTY DATA	
Name:	Inmentia IPH, Inc.
Street Address:	300 Delaware Ave., Suite 1704
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6457006
CORRESPONDENCE DATA	
Fax Number:	(856)795-0574
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	856.616.6147
Email:	twagner@archerlaw.com
Correspondent Name:	Tiffany M. Wagner
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Address Line 4:	Haddonfield, NEW JERSEY 08033
ATTORNEY DOCKET NUMBER:	WCA001.00401
NAME OF SUBMITTER:	Tiffany M. Wagner
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REEL: 019407 FRAME: 0478

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TIFFANY M. WAGNER COMPANY:ONE CENTENNIAL SQUARE, P.O. BOX 3000

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/06/2007
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/16/2001
CONVEYING PARTY DATA	
Name	Execution Date
Inmentia, Inc.	02/16/2001
RECEIVING PARTY DATA	
Name:	Inmentia IPH, Inc.
Street Address:	300 Delaware Avenue, Suite 1740
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6424969
Patent Number:	6457066
Patent Number:	6944619
Patent Number:	6542896
CORRESPONDENCE DATA	
Fax Number:	(856)795-0574
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	856.616.6147
Email:	twagner@archerlaw.com
Correspondent Name:	Tiffany M. Wagner
Address Line 1:	One Centennial Square, P.O. Box 3000
Address Line 4:	Haddonfield, NEW JERSEY 08033
ATTORNEY DOCKET NUMBER:	WCA001.00401
NAME OF SUBMITTER:	Tiffany M. Wagner

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Total Attachments: 24

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ASSIGNMENT AND LICENSE OF TECHNOLOGY

This Assignment and License of Technology (including the Exhibits hereto, the "Agreement") is made as of the 16th day of February, 2001 by and between Inmentia IPH, Inc., a Delaware corporation ("Inmentia IPH"), and Inmentia, Inc., a Pennsylvania corporation ("Inmentia").

WHEREAS, Inmentia is the owner of the entire right, title and interest in and to the intellectual property described in Exhibit A appended hereto and made a part hereof (the "Intellectual Property"), subject to the rights retained by Bjorn J. Gruenwald as described in an Assignment of Technology and Royalty Agreement between Bjorn J. Gruenwald and Inmentia dated as of August 9, 1999 (the "Gruenwald Assignment"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, Inmentia IPH is desirous of confirming its acquisition of the entire right, title and interest in and to the Intellectual Property, subject to the rights of Bjorn J. Gruenwald as described in the Gruenwald Assignment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are mutually acknowledged by each party, and intending to be legally bound thereby, it is agreed as follows:

1. Assignment. Inmentia, for and in consideration of the sum of One Dollar (\$1.00) paid by Inmentia IPH to Inmentia, has sold, assigned, transferred and conveyed, and by this assignment does sell, assign, transfer and convey unto Inmentia IPH, its successors, assigns and legal representatives, its entire right, title and interest in and to the Intellectual Property, to have and to hold the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns and legal representatives, as fully and entirely as the same would have been held by Inmentia if this sale and assignment had not been made; together with all claims for damages by reason of past infringement of the Intellectual Property; with the right to use for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Grant of License.

2.1 Subject to the terms and conditions of this Agreement, Inmentia IPH hereby grants to Inmentia a perpetual, irrevocable, fully-paid, royalty-free, non-exclusive, non-sublicenseable and nontransferable license in the Intellectual Property:

(a) to develop modifications, derivative works and/or improvements of the Intellectual Property ("Improvements"); and

(b) to assist, service and otherwise support third parties to which Inmentia IPH licenses the Intellectual Property in their use and maintenance of the Intellectual Property.

3. Updates and Improvements in Licensed Intellectual Property.

3.1 Inmentia IPH shall initially provide to Inmentia one copy of the Intellectual Property, in source code form, solely for use pursuant to this Agreement. Inmentia IPH shall provide copies of the updated Intellectual Property in source code form promptly following the development of the updates. All updated versions of the Intellectual Property shall be deemed to be the Intellectual Property licensed hereunder.

3.2 Inmentia IPH shall own all Improvements developed or acquired by Inmentia if, as and when developed or acquired, provided that Inmentia shall be entitled to the non-exclusive use of such Improvements in accordance with the terms and conditions of this Agreement, and such Improvements shall be deemed a part of the Intellectual Property as licensed hereunder. Inmentia shall furnish details of such Improvements to Inmentia IPH promptly following their development or acquisition. Upon Inmentia IPH's request and at Inmentia IPH's expense, Inmentia shall execute and deliver to Inmentia IPH any and all instruments and other documents, and take such other actions as may be necessary or desirable, to document the aforesaid assignment and transfer of Improvements to Inmentia IPH to enable Inmentia IPH to secure, register, prosecute, maintain, enforce or otherwise full protect its rights in and to such Improvements.

4. Ownership and Protection of Licensed Property.

4.1 Inmentia acknowledges that Inmentia IPH has only recently acquired title to the Intellectual Property. The license herein granted by Inmentia IPH therefore is without warranty or representation whatsoever; includes only whatever right, title and interest Inmentia IPH acquired to such Intellectual Property and possesses at the time of this Agreement or later acquires; and is subject to whatever claims, if any, third parties may have now or in the future. Inmentia shall bear all risks, if any, that accompany the right to use the Intellectual Property.

4.2 No right, title or interest in the Intellectual Property, except the right to use the Intellectual Property in accordance with the terms and conditions of this Agreement, is or will be transferred to Inmentia by this Agreement.

4.3 Inmentia agrees to notify Inmentia IPH promptly if Inmentia becomes aware of any infringement of the use of the Intellectual Property; any acts of unfair competition involving any element of the Intellectual Property; or any allegations or claims, whether or not made in a lawsuit, that the use of any element of the Intellectual Property infringes the patent, trademark or any other rights of any other entity.

4.4 Inmentia IPH may take whatever action it in its sole discretion deems necessary to protect the Intellectual Property.

5. **Term; Termination.** The license herein granted to use the Intellectual Property shall be perpetual, except that Inmentia IPH may terminate this license as provided in this Section 5. Inmentia IPH may terminate this Agreement, or any portion hereof, as follows:

5.1 If Inmentia attempts to assign any of its rights or to delegate any of its duties under this Agreement without Inmentia IPH's prior written consent, Inmentia IPH may terminate this Agreement, or any portion hereof, immediately upon giving notice thereof to Inmentia.

5.2 If Inmentia fails to give Inmentia IPH ten days prior written notice of any meeting of its Board of Directors or the members of any executive committee thereof at which such Board or committee is to discuss the filing of a petition pursuant to bankruptcy laws or similar laws affecting creditor's rights generally, Inmentia IPH may terminate this Agreement immediately upon giving notice thereof to Inmentia.

5.3 If Inmentia breaches any material condition, covenant or promise contained in this Agreement, Inmentia IPH may terminate this Agreement, or any portion hereof, effective 30 days after the giving of notice thereof to Inmentia if such breach is not remedied within such 30-day period.

6. Duties Upon Termination.

6.1 Upon and following termination of this Agreement for any reason, Inmentia shall:

- (a) not exercise or attempt to exercise any rights or privileges hereunder;
- (b) immediately cease and desist from the use of the Intellectual Property;
- (c) immediately forward to Inmentia IPH all copies of documents pertaining to the Intellectual Property; and
- (d) promptly assign to Inmentia IPH all rights to any and all improvements to the Intellectual Property, including any applications or letters patent relating to such improvements.

6.2 Inmentia acknowledges that its failure to cease use of the Intellectual Property at the termination of this Agreement as provided above will result in immediate and irreparable damage to Inmentia IPH. Inmentia further acknowledges that its obligations under this Agreement are unique, and that money damages will not be an adequate remedy for the breach of such obligations. Inmentia IPH shall, therefore, be entitled to injunctive relief if necessary to enforce this Agreement or any provision hereof.

7. Insurance and Indemnity.

7.1 During the term of this Agreement, Inmentia shall maintain comprehensive general liability insurance (including product liability, contractual liability and personal liability coverage) naming "Inmentia IPH, Inc. and all related entities" as additional insureds. Such insurance shall be placed with such insurance companies, and shall contain such coverage amounts and other terms and conditions, as Inmentia IPH may from time to time reasonably require.

7.2 Within 15 days after Inmentia IPH's request therefor, Inmentia shall deliver to Inmentia IPH a certificate or certificates of insurance confirming that Inmentia is maintaining the insurance required by the foregoing paragraph.

7.3 During and after the term of this Agreement, Inmentia hereby agrees to indemnify and hold harmless Inmentia IPH and each of Inmentia IPH's related entities against and from any and all liability, damage, loss, cost and expense, of whatsoever kind or nature (including attorneys' fees and expenses), arising out of or in any way connected with the Intellectual Property, this Agreement or the maintenance, conduct or operation of Inmentia's business.

8. Assignment.

8.1 Inmentia may not assign this Agreement, or any part hereof, without the prior written consent of Inmentia IPH, which consent may be granted or withheld in Inmentia IPH's sole discretion.

8.2 Inmentia IPH may freely assign this Agreement, or any part hereof. Inmentia IPH shall give Inmentia written notice of any such assignment.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

10. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the parties with respect to the subject matter hereof. This Agreement may not be amended, modified or terminated, in whole or in part, except by an instrument in writing duly executed by the parties.

11. Partial Invalidity. Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including therein any such portion which may, for any reason, be hereafter declared invalid.

12. Paragraph Headings. The paragraph headings throughout this Agreement are for convenience of reference only, and the words contained in the headings shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

13. Waiver of Default. Waiver by Inmentia IPH of any particular default by Inmentia shall not affect or impair Inmentia IPH's rights with respect to any subsequent default of the same or a different kind; nor shall any delay or omission of Inmentia IPH in exercising any right

arising from any default affect or impair Inmentia IPH's rights as to the same or any future default.

14. Terminology. All terms and words in this Agreement, regardless of the number in which they are used, shall be deemed and construed to include any other number, singular or plural, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

16. Relationship of Parties. Inmentia is an independent contractor. Nothing herein contained shall be construed to place the parties in the relationship of joint venturers, partners, associates or principal and agent, and both parties are acting as principals. Inmentia is granted no right or authority to assume or create any obligation or responsibility for or on behalf of Inmentia IPH or otherwise to bind Inmentia IPH other than as may be expressly authorized by Inmentia IPH in writing. Inmentia IPH is granted no right or authority to assume or create any obligation or responsibility for or on behalf of Inmentia or otherwise to bind Inmentia other than as may be expressly authorized by Inmentia in writing.

17. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Inmentia IPH, Inmentia and their respective permitted successors and assigns.

18. Survival. All obligations of Inmentia IPH and Inmentia which expressly or by their nature survive termination or expiration of this Agreement shall continue in full force and effect, subsequent to and notwithstanding such termination or expiration, until they are satisfied or by their nature expire.

19. Notices. All notices and statements ("Notices") to be given hereunder shall be given or made at the respective addresses of the parties as set forth below unless notification of a change of address is given in writing as required herein, whereupon such Notice of change of address shall become effective upon actual receipt by the addressee. All Notices shall be in writing and shall be given only by (1) registered or certified U.S. Mail, postage prepaid, return receipt requested, (2) by telecopier (confirmed by registered or certified U.S. mail, postage prepaid, return receipt requested), or (3) by a nationally recognized express courier service.

For Inmentia IPH:

Inmentia IPH, Inc.
300 Delaware Avenue
Suite 1704
Wilmington, DE 19801-1607
Attention: President

For Inmentia:

Inmentia, Inc.
526 Pineville Road
Newtown, Pennsylvania 18940
Attention: President

All Notices shall be deemed to have been given upon the earlier of (a) actual receipt; (b) on the day of dispatch if delivered by same-day delivery or sent by telecopier; (c) on the day following dispatch if sent by a nationally recognized express courier service on a next-day delivery basis; or (c) ten days after the date of mailing if sent by registered or certified U.S. Mail, postage prepaid.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement on the date first above written.

INMENTIA, INC.

By: 

Name: J. J. Gruenwald

Title: VP

INMENTIA IPH, INC.

By: 

Name: R. J. Schuman

Title:

Exhibit B

Gruenwald Assignment

Exhibit A

"Intellectual Property" shall mean all information, developments, discoveries, inventions, know-how, methods, products, processes, techniques and other information, whether or not patentable owned or possessed by Bjorn J. Gruenwald on August 9, 1999 (the effective date of the Gruenwald Assignment), and all modifications, enhancements and improvements to and/or derivative works made by Inmentia, Inc. from the effective date of the Gruenwald Assignment through the effective date of this Assignment of Technology, relating to, or useful in connection with (i) the reference information base, being a numerically based software system, inter alia, for maintaining data integrity in a data base and (ii) a novel silicon wafer useful, inter alia, in construction of a desktop, multicellular computer, including, without limitation, any United States and foreign patents and patent applications, and renewals, continuations, divisions, revivals, reissues and extensions corresponding thereto, and all rights to claim priority on the basis of such applications.

ASSIGNMENT OF TECHNOLOGY AND ROYALTY AGREEMENT

by and between

BJORN J. GRUENWALD

and

INMENTIA, Inc.

**Morgan, Lewis & Bockius L.L.P.
1701 Market Street
Philadelphia, PA 19103**

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SCHEDULES

Schedule 1- Patent Applications

ASSIGNMENT OF TECHNOLOGY AND ROYALTY AGREEMENT

This Assignment of Technology and Royalty Agreement ("Agreement") is made and is effective as of this 9th day of August, 1999 (the "Effective Date"), by and between Bjorn J. Gruenwald ("Gruenwald"), an individual residing at 526 Pineville Road, Newtown PA 18940, and Inmentia, Inc. ("Inmentia"), a Pennsylvania corporation having its offices at 526 Pineville Road, Newtown PA 18940.

The background of this Agreement is as follows:

A. Gruenwald has been engaged in research and development of computer hardware and software systems and as a result of his research has developed and is the beneficial owner of certain technology, know-how, information and other intellectual property rights relating to certain new computer technologies.

B. Gruenwald desires to assign and convey to Inmentia the ownership of the Gruenwald Intellectual Property as a capital contribution to Inmentia in return for 6,500,000 shares of the Preferred Stock of Inmentia, the Royalty and the Grant Back as more fully set forth herein.

C. Inmentia wishes to benefit from such assignment and conveyance by Gruenwald on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 "Affiliate" shall mean any corporation or business entity which is controlled by, controls, or is under common control with a party. For this purpose, the meaning of the word "control" shall include, without limitation, direct or indirect ownership of more than fifty percent (50%) of the voting shares or voting interest of such corporation or business entity, so long as such party has the right to direct the management of the business and operations of such corporation or business entity.

1.2 "B&L License" shall mean the license granted to the law firm of Becket & Lee LLP ("B&L") pursuant to that certain agreement dated November 21, 1997.

1.3 "Common Stock" shall mean the Common Stock of Inmentia.

1.4 **"Excluded Products and Services"** shall mean a product or service for which sales in excess of \$1,000,000 are made to third parties by Inmentia during the period commencing on the date of the Gruenwald Termination Event and ending one year from that date.

1.5 **"Grant Back"** shall mean the license granted to Gruenwald pursuant to Section 5.1.

1.6 **"Gruenwald Intellectual Property"** shall mean all information, developments, discoveries, inventions, know-how, methods, products, processes, techniques and other information, whether or not patentable owned or possessed by Gruenwald on the Effective Date relating to, or useful in connection with (i) the reference information base, being a numerically based software system, inter alia, for maintaining data integrity in a data base and (ii) a novel silicon wafer useful, inter alia, in construction of a desktop, multicellular computer, including, without limitation, the Patents.

1.7 **"Gruenwald Termination Event"** shall mean termination of Gruenwald as Inmentia's Chief Science Officer for any reason other than death or disability; provided however that such termination shall not constitute a Gruenwald Termination Event if Gruenwald continues to provide substantial consulting services to Inmentia following such termination; provided further that termination of such consulting arrangement for any reason other than Gruenwald's death or disability shall constitute a Gruenwald Termination Event.

1.8 **"Improvements"** shall mean all inventions, derivations, improvements, modifications or adaptations to the Gruenwald Intellectual Property derived, devised or developed by either party.

1.9 **"Net Sales Price"** shall mean amount invoiced by Inmentia for the Product(s) and Process(es) less the sum of the following:

- (a) trade, cash and quantity discounts or rebates actually allowed or taken;
- (b) credits or allowances given or made for rejection or return of, and for uncollectible amounts on, previously sold Products or for retroactive price reductions;
- (c) any separately invoiced tax or government charge, (other than an income tax) levied on the sale, transportation or delivery of a Product and borne by the seller thereof; and
- (d) any separately invoiced charges for freight or insurance.

No deductions shall be made for commissions paid to individuals whether they be with independent sales agencies or regularly employed by the party responsible for payment of royalty

hereunder and on its payroll, or for cost of collections. Product(s) shall be considered "sold" when billed out or invoiced.

Net Sales Price shall not include sales or transfers between the party obliged to make payments hereunder and its subsidiaries, or sublicensees, except that where such subsidiary or sublicensee utilizes the Products for the performance of commercial services for third party customers, Net Sales Price shall be based on subsequent final sales of such Products to third parties by such Sublicensees, unless the intermediate sales price to such parties shall be lower than the Net Sales Price, in which case the intermediate sales price shall control.

1.10 "Patents" shall mean any United States and foreign patents and patent applications, and renewals, continuations, divisions, revivals, reissues and extensions corresponding thereto, on inventions included in the Technology and all rights to claim priority on the basis of such applications, including, without limitation, the applications listed on **Schedule 1- Patent Applications**.

1.11 "Preferred Stock" shall mean the Preferred Stock of Inmentia.

1.12 "Processes" shall mean any method or procedure useful in the manufacture or use of the Products developed, discovered, derived, or obtained fully or partially from the Technology.

1.13 "Products" shall mean any product or service that is developed, discovered, derived, or obtained fully or partially from the Gruenwald Intellectual Property or the Improvements.

1.14 "Royalty" shall mean the running royalty provided for in Section 7.

1.15 "Technology" shall mean the Gruenwald Intellectual Property and the Improvements.

ARTICLE 2 - EXCHANGE

2.1 Exchange. In exchange for 6,500,000 shares of Preferred Stock, the Royalty and the Grant Back, Gruenwald hereby does sell, transfer and assign to Inmentia all of his right, title and interest in and to the Gruenwald Intellectual Property; provided however that, Inmentia recognizes that the Gruenwald Intellectual Property and the Technology are subject to the B&L License.

2.2 Disclosure and Delivery of Gruenwald Technology. Gruenwald shall provide copies of such of the Gruenwald Technology as has been reduced to writing or to digital format.

He shall use his best efforts to provide a true and complete disclosure of the Gruenwald Intellectual Property to Inmentia. Gruenwald shall take all actions and execute and deliver all documents and instruments necessary or desirable to vest ownership of the Gruenwald Technology in Inmentia, at Inmentia's sole cost and expense.

2.3 Delivery of the Preferred Stock. Inmentia shall deliver a share certificate for 6,500,000 shares of the Preferred Stock, bearing the legend provided for herein, simultaneously with the execution and delivery hereof.

2.4 Legend. The certificate representing the Preferred Stock issued to Gruenwald pursuant hereto may bear the following legend in addition to any other legends as may be agreed to by him or as may be required by law:

THE SHARES REPRESENTED BY THIS
CERTIFICATE HAVE NOT BEEN REGISTERED
UNDER THE SECURITIES ACT OF 1933, AS
AMENDED, OR APPLICABLE STATE
SECURITIES, STATUTES AND
REGULATIONS. SUCH SHARES HAVE BEEN
ACQUIRED FOR INVESTMENT AND MAY
NOT BE SOLD, TRANSFERRED, PLEDGED OR
HYPOTHECATED IN THE ABSENCE OF AN
EFFECTIVE REGISTRATION STATEMENT
FOR SUCH SHARES UNDER THE SECURITIES
ACT OF 1933, AS AMENDED, UNLESS, IN THE
OPINION (WHICH SHALL BE IN FORM AND
SUBSTANCE SATISFACTORY TO THE
CORPORATION) OF COUNSEL
SATISFACTORY TO THE CORPORATION,
SUCH REGISTRATION IS NOT REQUIRED.

ARTICLE 3 - WARRANTIES

3.1 Warranties of Gruenwald. Gruenwald represents and warrants that:

(a) to the best of his knowledge and belief, the Gruenwald Intellectual Property to be disclosed to Inmentia hereunder does not infringe any patent, copyright, trademark or other intellectual property rights of any third party;

(b) except for the B&L License, no assignment, sale, agreement, or encumbrance of the Gruenwald Intellectual Property has been made or entered into which would conflict with this Agreement;

(c) the Preferred Stock hereby subscribed for are being acquired by him for investment and not with a view to the distribution or resale thereof, the effect of which is that such Preferred Stock must be held indefinitely unless subsequently registered under the Securities Act of 1933, as amended, and applicable state securities statutes and regulations, or an exemption therefrom is available; and

(d) Gruenwald (i) will acquire the Preferred Stock for his own account, as principal and not on behalf of other persons and for investment and not with a view to the resale or distribution of all or any part of such Preferred Stock other than as permitted in the Shareholders Agreement between Inmentia and the Shareholders therein listed; (ii) understands that the Preferred Stock are "restricted securities" within the meaning of the rules and regulations promulgated under the Securities Act of 1933, as amended (the "1933 Act"), and that a stop-transfer instruction will be issued by Inmentia to its transfer agent with respect to the Preferred Stock, that the Preferred Stock will not be initially registered under the 1933 Act and cannot be sold by it unless they are registered under the 1933 Act or unless an exemption from registration is available; and (iii) has such knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of the prospective investment in the Preferred Stock and has been furnished such information concerning the Inmentia as it requires in order to determine to make such investment.

ARTICLE 4 - IMPROVEMENTS

4.1 Disclosure of Improvements. Each party shall forthwith disclose to the other all Improvements that it may develop or acquire prior to the date of the Gruenwald Termination Event. Thereafter, except in so far as such disclosure would disclose information derived from and subject to confidentiality obligations in favor of a third party prohibiting such disclosure:

(a) Inmentia shall have no further obligation to disclose Improvements to Gruenwald; and

(b) Gruenwald shall be subject to continuing disclosure of Improvements developed (but not acquired) consistent with the intent of Sections 4.2 and 5.2.

4.2 Grant to Inmentia. All Improvements invented by Gruenwald from the date hereof through one year following the date of the Gruenwald Termination Event shall be the property of Inmentia and shall be subject to the license granted to Gruenwald in Section 5.1.

ARTICLE 5 -GRANT BACK

5.1 Non-Exclusive Grant Back Licenses.

(a) Subject to the provisions of this Article 5, on the occurrence of a Gruenwald Termination Event, Inmentia grants to Gruenwald, his successors and assigns, a non-exclusive, world-wide, perpetual, irrevocable license, with right to grant sublicenses, to the Technology to make, use and sell products and services of all kinds other than the Excluded Products and Services. Inmentia shall provide Gruenwald with a list and description of such products and services within 90 days following the end of the period in which the Excluded Products and Services are identified, together with a certification from Inmentia's then current independent auditor identifying the sales of each product and service included therein that exceeded \$1,000,000 during the one year period following the Gruenwald Termination Event. Gruenwald and his agents shall have the right to inspect the books and records of Inmentia for the purpose of verifying such sales.

(b) Inmentia hereby grants back to Gruenwald a special license to use the Technology to complete the Selection System being created by Gruenwald for B&L. Gruenwald shall retain the right to all payments arising under the agreement with B&L without the need of accounting to Inmentia.

5.2 Right of First Offer. From and after the date of a Gruenwald Termination Event, prior to offering to license any Improvement developed or invented by him to any third party, Gruenwald shall offer to license such Improvement to Inmentia by a written notice to Inmentia containing a general description of the nature of the Improvement. Gruenwald shall negotiate with Inmentia concerning the terms and conditions of such license during the 90 day period following delivery of such notice. If the parties have not executed and delivered an agreement concerning the Improvement at the end of such 90 day period, for any reason, then, Inmentia shall have no further rights with respect to the Improvement or any Improvements derived or developed therefrom and Gruenwald shall have the right to make such disposition of the Improvement as he shall determine in his sole discretion, including, for the avoidance of doubt, on terms that may be less favorable than those offered by Inmentia during the period in which it was negotiating with Gruenwald. No third party acquiring any interest (including the interest of licensee, subcontractor or independent expert) in the Improvement from Gruenwald shall have any obligation to disclose subsequent Improvements to Inmentia, nor be bound by the provisions of this Section concerning the right of first offer.

ARTICLE 6 - CONFIDENTIALITY

6.1 Obligation to Maintain Confidentiality. Each party hereto recognizes that the other has a proprietary interest in any information provided to it, whether in connection with this Agreement or otherwise, whether in written or oral form, which is (i) a trade secret, confidential or proprietary information, (ii) not publicly known, and (iii) annotated by a legend, stamp or other written identification as confidential or proprietary information or disclosed in circumstances ordinarily associated with confidential disclosure. Both during and after the term of this Agreement, all disclosures by a party to its agents and employees shall be held in strict confidence by such agents and employees.

6.2 Inapplicability of Confidentiality. The obligations of confidentiality and non-use as provided for in Section 6 above shall not apply to those information which:

- (a) at the time of disclosure, was already in the possession of the other party and at its or his free disposal;
- (b) at the time of disclosure, was already available to the public through no act or default of Inmentia or Gruenwald or its or his agents or employees;
- (c) is subsequently disclosed to Inmentia without any obligations of confidence by a third party who has not derived it directly or indirectly from Gruenwald.

ARTICLE 7 - RUNNING ROYALTY

7.1 Running Royalty. Inmentia shall pay a Royalty of (i) one percent (1%) of the Net Sales Price for the Products and Processes sold by it, its Affiliates and sublicensees and (ii) five percent (5%) of the value of all other consideration received by them in respect of the Technology, including, without limitation, consideration similar to research or development fees, service fees, license fees, up front payments or milestone payments; provided however that only 30% of any amounts paid to Inmentia for the actual time spent by its employees for research or development activities, or for providing ongoing services to its customers shall be subject to the Royalty. The Royalty shall be determined on the basis of the world wide sales and other consideration of Inmentia, its Affiliates and sublicensees. If the aggregate sales of Inmentia, its Affiliates and sublicensees in any calendar year shall be less than US\$ 5,000,000, then no Royalty shall be due.

7.2 No Withholding or Other Taxes. Royalty payments shall be paid in United States dollars at the offices of Gruenwald, or at such other place as Gruenwald may reasonably designate and shall be grossed up to eliminate the effect on Gruenwald of any taxes imposed on the Royalty (other than taxes on his net income).

ARTICLE 8 - REPORTS AND RECORDS

8.1 Books and Records. Inmentia shall keep full, true and accurate books of account containing all particulars that may be necessary for the purpose of showing the amount payable to Gruenwald by way of Royalty as aforesaid. Said books of account shall be kept at Inmentia's principal place of business. Said books and the supporting data shall be open at all reasonable times, but not more often than once each year, for five (5) years following the end of the calendar year to which they pertain, to the inspection of an independent certified public accountant retained by Gruenwald for the purpose of verifying Inmentia's Royalty statement or compliance in other respects with this Agreement.

8.2 Reports. Inmentia, within sixty (60) days after each quarter of each year, shall deliver a report in writing setting forth sales of Products and Processes (including a negative report, if appropriate) and will accompany such report with such particulars of the business conducted by Inmentia during the preceding three-month period under this Agreement as shall be pertinent to a Royalty accounting hereunder. These shall include, without limitation, at least the following:

- (a) all Products and Processes manufactured and sold;
- (b) all research or development agreements, service agreements, license agreements, or agreements similar thereto entered into by Inmentia and pursuant to which Inmentia received any thing of value;
- (c) total billings for Products and Processes sold;
- (d) total consideration received for other items subject to Royalty;
- (e) total Royalty due;
- (f) names and addresses of all sublicensees of Inmentia; and
- (g) annually, Inmentia's certified financial statements for the preceding fiscal year.

8.3 Payment of Royalty. With each such report submitted, Inmentia shall pay to Gruenwald the Royalty due and payable under this Agreement. If no Royalty shall be due, Inmentia shall so report.

8.4 Currency Conversion. Any payments due hereunder on sales outside of the United States shall be payable in U.S. Dollars at the rate of exchange of the currency of the country in which the sales are made at the average of the following: the exchange rate as reported in the

Wall Street Journal for the first business day of the calendar quarter for which Royalty is payable plus the exchange rate as reported in the Wall Street Journal for the last business day of the calendar quarter for which Royalty is payable, divided by two (2).

8.5 Late Payment Interest. Payments of Royalty which are delayed beyond the sixty (60) days after the end of the quarter in which they become due shall be subject to an interest charge equal to eight (8) percent per annum in excess of the "Prime Rate" as published in The Wall Street Journal. Whenever such Prime Rate, as so published, changes, the interest rate described above shall correspondingly change, effective upon the opening of business on the date of publication of such change.

ARTICLE 9 - ARBITRATION

9.1 Arbitration. Except as otherwise provided in Section 9.2, any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be referred to and resolved by a panel of three arbitrators. One arbitrator shall be chosen by each of the parties and a third selected by the two chosen by the parties. The panel shall settle the controversy by arbitration, which shall take place in Philadelphia, Pennsylvania. The arbitration shall be governed by the United States Arbitration Act, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The decision of the arbitrators shall be final and binding, and any party may apply for judgment upon the award rendered by the arbitrators in any court having jurisdiction over the matter. Each party shall bear its respective expenses of any such arbitration. The costs of such arbitration shall be shared equally by the parties and shall be limited to the arbitrators' fees and expenses.

9.2 Gruenwald's Right To Sue. Gruenwald reserves the right and power to proceed with direct judicial remedies against Inmentia without arbitration for breach of the royalty payment and sales reporting provisions of this Agreement after giving written notice of such breach to Inmentia followed by an opportunity period of thirty (30) days in which to cure such breach and otherwise complying with the provisions of this Agreement. In collecting overdue royalty payments and securing compliance with reporting obligations, Gruenwald may use all judicial remedies available.

ARTICLE 10 - INFRINGEMENT

10.1 Notice. Gruenwald and Inmentia shall promptly inform the other in writing of any alleged infringement of which it shall have notice by a third party of any Patents and provide such other with any available evidence of infringement.

10.2 Inmentia Prosecution of Infringement. Inmentia shall have the right, but shall not be obligated, to prosecute at its own expense any infringements of the Patents and, in furtherance of such right, Gruenwald hereby agrees that Inmentia may join Gruenwald as a party

plaintiff in any such suit, without expense to Gruenwald. In the event that Inmentia shall undertake the enforcement and/or defense of the Patents by litigation, Inmentia may withhold up to fifty percent (50%) of the Royalty otherwise thereafter due Gruenwald hereunder and apply the same toward reimbursement of its expenses, including reasonable attorneys' fees, in connection therewith. Any recovery of damages by Inmentia for any such suit shall be applied first in satisfaction of any unreimbursed expenses and legal fees of Inmentia relating to the suit, and next toward reimbursement of Gruenwald for any Royalty past due or withheld and applied pursuant to this Article 10. The balance remaining from any such recovery shall be divided equally between Inmentia and Gruenwald. Inmentia shall have the right to enter into any settlement, consent judgment or other final disposition of a suit relating to the Technology; provided however that no settlement, consent judgment or other voluntary final disposition of a suit may be entered into without the consent of Gruenwald (i) in respect of Improvements disclosed by Gruenwald after the date of a Gruenwald Termination Event; or (ii) which requires Gruenwald to pay any money or to do or refrain from doing anything. Inmentia shall indemnify Gruenwald against any order for costs that may be made against him in such proceedings.

10.3 Cooperation. In any infringement suit as either party may institute to enforce the Patents pursuant to this Agreement, the other party hereto shall, at the request and expense of the party initiating such suit, cooperate in all respects and, to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens, and the like.

ARTICLE 11 - NON-USE OF NAMES

Neither party shall use the name of the other nor any adaptation thereof in any advertising, promotional or sales literature without prior written consent obtained from the other, in each case, except that Inmentia may state that it is the assignee of Gruenwald under the Patents.

ARTICLE 12 - PAYMENTS, NOTICES, ETC

Any payment, notice or other communication pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such party by certified first class mail, postage prepaid, addressed to it at such address as it shall designate by written notice given to the other party. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, telegraphed or mailed.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 Governing Law. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to its principles of conflicts of law.

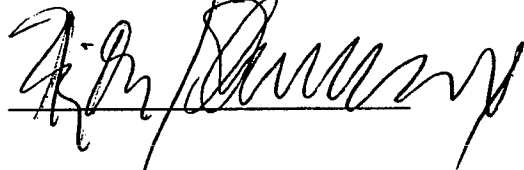
13.2 Entire Agreement. The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change of modification except by the execution of a written instrument subscribed to by the parties hereto.

13.3 Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

13.4 No Waiver. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

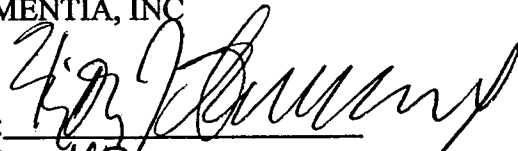
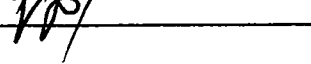
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and duly executed this Agreement the day and year first set forth above.

BJORN J. GRUENWALD



INMENTIA, INC

(SEAL)

By: 
Title: 

Schedule 1

Patent Number

Issue Date

6,424,969

July 23, 2002

6,457,006

September 24, 2002

6,542,896

April 1, 2003

6,944,619

September 13, 2005

PATENT

RECORDED: 06/12/2007

REEL: 019407 FRAME: 0505