

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KeeBoo Corporation	01/11/2002
RECEIVING PARTY DATA	
Name:	KeeBoo SARL
Street Address:	Avenue des Deux Lacs Courteboeuf Cedex
City:	ZAC Villejust
State/Country:	FRANCE
Postal Code:	91971
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09132327
CORRESPONDENCE DATA	
Fax Number:	(713)228-8778
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-228-8600
Email:	mcfadden@oshaliang.com
Correspondent Name:	Jonathan P. Osha
Address Line 1:	1221 McKinney, Suite 2800
Address Line 4:	Houston, TEXAS 77010
ATTORNEY DOCKET NUMBER:	17363.002001
NAME OF SUBMITTER:	Jonathan P. Osha
Total Attachments: 15 source=17363002001-Assn#page1.tif source=17363002001-Assn#page2.tif source=17363002001-Assn#page3.tif source=17363002001-Assn#page4.tif source=17363002001-Assn#page5.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This assignment of intellectual property rights (the "Agreement") is entered into as of January 11, 2002, by and between:

KeeBoo Corporation, a corporation organized under the laws of California, having its registered office at 60 South Market Street, San Jose, California 95113,

hereinafter referred to as the "Assignor",

represented for the purposes hereof by Mr. Patrick Gaudron duly authorized for the purposes hereof,

KeeBoo SARL, a société à responsabilité limitée currently being formed under the laws of France, which will be registered with the Registry of Commerce and Companies of Evryand having its registered office at Avenue des Deux Lacs, ZAC Villejust, 91971 Courteboeuf cedex,

hereinafter referred to as the "Assignee",

represented for the purposes hereof by Mr. Michel Safars, its manager (gérant), duly authorized for the purposes hereof,

and

Messrs Michel Safars and Thierry Verrechia residing, respectively, 10 Chemin du Radium, 91190 Gif-sur-Yvette and 31, allée de la Blancharde 91190 Gif-sur-Yvette,

hereinafter referred to as the "Shareholders".

RECITALS

WHEREAS, the Board of Directors of the Assignor has taken the decision that the Assignor should be wound up, its assets sold and the proceeds, if any, distributed to the

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shareholders and preferred shareholders in accordance with existing agreements.

WHEREAS, Assignor is the owner or is entitled to use of certain intellectual property rights, more specifically defined hereinbelow, which it wishes to transfer and assign in order to allow the completion of its winding-up.

WHEREAS, the Assignee is prepared to acquire the Intellectual Property Rights for the consideration and on the terms and conditions set forth herein.

WHEREAS, the Shareholders own 96% of the voting rights of Assignee.

WHEREAS the Assignee and the Shareholders are prepared to make certain additional payments for the Intellectual Property Rights upon the occurrence of certain events, all as defined herein.

NOW, THEREFORE, the parties hereto have agreed as follows.

Article 1 - Definitions

"Agreement" shall mean this Agreement (including its Annexes), as amended from time to time.

"Intellectual Property Rights" shall mean the Patents, Technical Information and Trademarks (all as defined below) as well as all non-patented and unpublished documentation, information and data relating thereto owned or controlled by the Assignor as of the date hereof.

"Patents" shall mean the patents and pending patent applications that are assigned by Assignor as of the date hereof, together with any continuation, continuation-in-part, divisional, reissue, reexamination, extension, and substitution patents and patent applications relating to such patent and patent applications, including any equivalents thereof, together with every other application filed as of the date hereof. All such patents and pending patent applications are set forth in Annex I hereto. In the event that any Patents falling within this definition are inadvertently or otherwise omitted from Annex I, the parties will amend Annex I to correct such omission and any

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such omitted Patents will be covered by the terms of this Agreement.


"Person" shall mean any natural person, corporation, firm, association, business trust, partnership, joint venture, association, organization or other business entity, or any government, or any agency or political subdivision thereof.

"Technical Information" shall mean any and all information possessed by, or known to, Assignor relating to inventions, improvements, technical data, software, and related documentation, including data bases, drawings, customer lists, source codes and all domain names, for which copyrights have been applied for in the name of Assignor or which have been registered in the name of the Assignor.

"Trademarks" shall mean the trademarks and tradenames set forth in Annex II.

Article 2 - Assignment of Intellectual Property Rights

Assignor shall assign, convey, transfer and deliver to Assignee, on the date of entry into force of this Agreement and subject to the provisions set forth herein, all of Assignor's right, title and interest in and to the Intellectual Property Rights. With respect to the Patents, the same to be held and enjoyed by Assignee, its successors, assigns, and licensees, to the full extent of the terms for which patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made. Assignor's right title and interest which are hereby assigned to Assignee, include, but are not limited to, the sole right to enforce, license and bring actions for infringement of, the Patents, including but not limited to the right to bring actions for damages or other remedies for, and to obtain judgments or enter into settlements relating to, past (i.e., prior to the entry into force of this Agreement), present, or future infringement of any of the Patents.



ASSIGNOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE INTELLECTUAL PROPERTY RIGHTS SOLD AND CONVEYED HEREBY.

Article 3 - Cooperation

3.1 Patent Filings

REDACTED

Article 4 - Consideration

4.1 Consideration Payable on the Signature of this Agreement

REDACTED

4.2 Contingent Consideration

REDACTED

REDACTED

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4.3 Adjustment of Contingent Consideration in the
Event of a Capital Increase of Assignee

REDACTED

REDACTED

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REDACTED

4.4 Payment of Contingent Consideration

REDACTED

Article 5 - Agreement by Assignor not to Use the "KeeBoo"
name

REDACTED

Article 6 - Assignor's Right of Inspection; Assignee's
Certificate

REDACTED

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REDACTED

Article 7 - Governing Law

REDACTED

Article 8 - Dispute Resolution

REDACTED

Article 9 - Miscellaneous

9.1 Notices

REDACTED

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REDACTED

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9.2 Entry into Force

REDACTED

9.3 Non-Waiver of Default

REDACTED

9.4 Interpretation

REDACTED

9.5 Language

REDACTED

9.6 Amendment or Rescission

REDACTED

9.7 Successors and Assigns

REDACTED

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B
C
TV
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REDACTED

9.8 Severability

REDACTED

9.9 Entirety of Agreement

This Agreement comprises the entire agreement between the parties hereto with respect to the subject matter hereof; there are no agreements, understandings, covenants, conditions or undertakings, oral or written, express or implied, concerning such subject matter that are not merged herein or superseded hereby.

9.10 Captions

The captions or headings of the Articles, Sections or other sub-divisions hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective corporate names, as of the date first hereinabove written by their respective corporate officers hereunder duly authorized.

KeeBoo Corporation


by: 

KeeBoo SARL

by:  Michel SAFARS *gimur*

Shareholders


Michel Safars


Thierry Verrecchia

ANNEX I

12

PONTET ALLANO & ASSOCIES SELARI
25, Rue Jean Rostand
Parc-Club Orsay-Université
91893 ORSAY Cedex (France)

PORTFEUILLE BREVETS AU 13/12/2001
AUX NOMS DE SEVENIX/TEREIS CORPORATION

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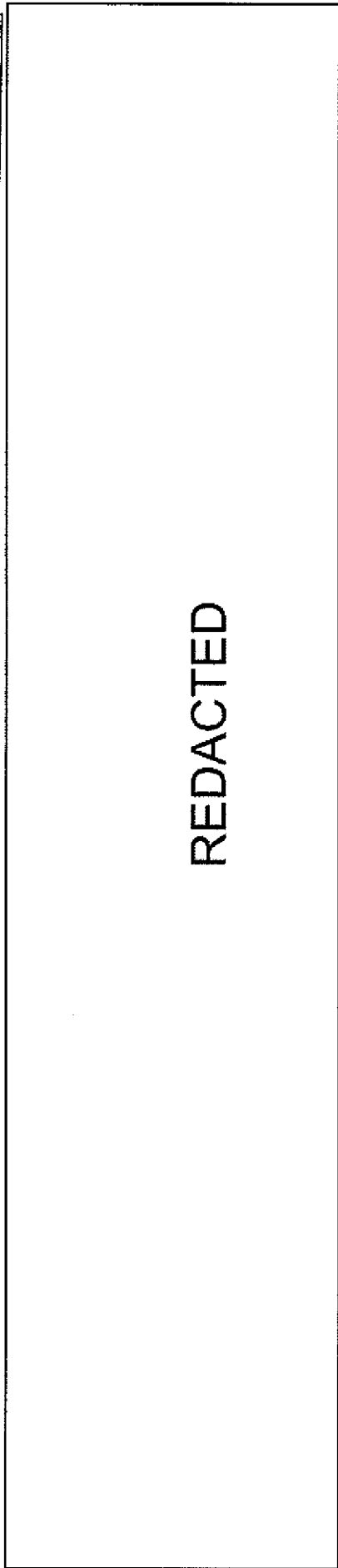
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PONTET ALIANO & ASSOCIES SELARL
 25, Rue Jean Rostand
 Parc-Club Orsay-Université
 91893 ORSAY Cedex (France)

PORTEFEUILLE BREVETS AU 08/06/2001
 AUX NOMS DE KEEBOO Corp. [SEVENIX]

PAIS	INVENTEUR	DEPOSEUR	SOUS-LE N°	PUBLIEUR	SOUS-LE N°	DELIV. LE
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Référence client : Modes de consultation						
"Procédé d'organisation et de consultation de données électroniques dans l'environnement d'une médiathèque"						
EUROPE	KEEBOO CORPORATION	EPB97 SVN OMC	06.05.1998	98 924 395.1	22.3.2000	0 986 781
USA	SEVENIX CORPORATION	USB97 SVN OMC	11.08.1998	09/132 327		
PCT	KEEBOO CORPORATION	WOB97 SVN OMC	06.05.1998	PCT/FR98/00917	10.12.1998	WO98/55915
ISRAEL	KEEBOO CORPORATION	ILB97 SVN OMC	06.05.1998	133291		-----
JAPON	KEEBOO CORPORATION	JPB97 SVN OMC	06.05.1998	11 501695		
CANADA	KEEBOO CORPORATION	CAB97 SVN OMC	06.05.1998	2 295 138		

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PONTET ALLANO & ASSOCIES SELARL
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91893 ORSAY Cedex (France)

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