

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT
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CONVEYING PARTY DATA

Name	Execution Date
Smarter Agent, Inc.	10/26/2007

RECEIVING PARTY DATA

Name:	Smarter Agent, LLC
Street Address:	200 Federal Street
Internal Address:	Suite 300
City:	Camden
State/Country:	NEW JERSEY
Postal Code:	08103

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	6385541
Patent Number:	6496776
Patent Number:	7072665
Application Number:	10644060
Application Number:	11022937
Application Number:	11249733
Application Number:	11426497

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

114858-00101

NAME OF SUBMITTER:

Megan E. Spitz

Total Attachments: 4

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PATENT ASSIGNMENT

IN WITNESS WHEREOF, pursuant to this **PATENT ASSIGNMENT**, dated as of October 26, 2007, Smarter Agent, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "**Assignor**"), assign to Smarter Agent, LLC, a limited liability company duly formed and existing under the laws of the State of Delaware (the "**Assignee**") certain intellectual property as more fully set forth herein.

WHEREAS, Assignor has good, marketable, and indefeasible title to the patents and patent applications identified on Schedule A attached hereto (collectively the "**Patents**");

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement dated as of even date herewith pursuant to which Assignor has contributed all of its assets and assigned all of its liabilities to Assignee

WHEREAS, Assignor desires to assign, and Assignee wishes to accept assignment of, all the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, transfer, convey, contribute and assign unto Assignee, all right, title and interest in and to the Patents throughout the universe, including all of Assignor's knowledge necessary or useful to practice the inventions described in the Patents whether or not such knowledge is a trade secret, together with all rights to issuances, applications, divisionals, extensions, continuations, continuations-in-part, reissues and re-examinations with respect to the Patents, to the full term or terms for which the Patents may be issued, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that they would have been held and enjoyed by Assignor if this Patent Assignment had not been made, and all claims for damages by reason of past, present and future infringement or misappropriation of or other conflict with said Patents with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives (the "**Patent Rights**").

Assignor hereby authorizes the U.S. Patent and Trademark Office, and any Official of any country or countries foreign to the United States or any multinational organization whose duty it is to receive or register patents or applications therefor, to record Assignee as the owner of the Patents and to issue all registrations for said Patents, to be in the name of Assignee, as assignee of all of Assignor's Patents, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Patent Assignment. Assignor further agrees to execute all documents and provide all authorizations necessary when reasonably requested by Assignee to effectuate the intent of this Patent Assignment.

Assignor hereby waives any and all paternity, integrity, moral and other similar rights that Assignor may now, or in the future, have that are embodied in the Patents. Assignor covenants for itself and its successors and assigns to provide to Assignee, promptly upon the request of Assignee and at the expense of Assignee, all pertinent facts and documents relating to the Patents as may be known or accessible to Assignor, and to execute and deliver promptly to Assignee or its legal representative any and all papers, instruments, and affidavits required to

apply for, obtain, maintain, issue, or enforce said the Patents which may be necessary or desirable to carry out the purposes hereof.

Assignor shall, at the request of Assignee, and without further consideration, execute and deliver any assignments or other documents and take and perform any other actions as reasonably necessary to vest, perfect or confirm of record or otherwise in Assignee, any and all right, title and interest in, to and under the Patent Rights.

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IN WITNESS WHEREOF, Assignors have caused this Patent Assignment to be executed and delivered on its behalf as of the date first stated above.

SMARTER AGENT, INC.

By: 

Name: Brad Blumberg

Title: Chief Executive Officer

SMARTER AGENT, LLC

By: 

Name: Brad Blumberg

Title: Chief Executive Officer

SCHEDULE A

ISSUED PATENTS

“Global positioning-based real estate database access device and method”; U.S. Patent No. 6,385,541; Issued 5/7/2002; Inventors: Blumberg, Brad and Blumberg, Eric.

“Position-based information access device and method”; U.S. Patent No. 6,496,776; Issued 12/17/2002; Inventors: Blumberg, Brad and Blumberg, Eric.

“Position-based information access device and method of searching”; U.S. Patent No. 7,072,665; Issued 7/4/2006; Inventors: Blumberg, Brad and Blumberg, Eric.

PENDING PATENT APPLICATIONS

“System & Method For Providing Information Based on Geographic Position”; U.S. Patent Application No. 10/644,060; Filed August 20, 2003; Inventors: Blumberg, Brad and Blumberg, Eric; Status: Claims denied, re-submitted with adjusted claims, denied, appealed.

“System & Method of Creating An Adjustable Commission”; U.S. Patent Application No. 11/022,937; Filed: December 28, 2004; Inventors: Blumberg, Brad and Blumberg, Eric.

“Mobile Location Aware Search Engine And Method of Providing Content For Same”; U.S. Patent Application No. 11/249,733; Filed: October 14, 2005; Inventors: Blumberg, Brad and Blumberg, Eric.

“Position-Based Information Access Device and Method of Searching”; U.S. Patent Application No. 11/426,497; Filed: June 26, 2006; Inventors: Blumberg, Brad and Blumberg, Eric