



## ASSIGNMENT

WHEREAS, we, James D. Burchetta, a citizen of the United States, residing at 210 Central Park South, New York, NY 10019 and Charles S. Brofman, a citizen of the United States, residing at 4 Five Ponds Drive, Waccabuc, NY 10597 (hereinafter the "Assignors") have invented one or more inventions (hereinafter referred to as "said invention(s)") disclosed in an application for Letters Patent of the United States titled SYSTEM AND METHOD FOR PROVIDING AUTOMATED DISPUTE RESOLUTION BETWEEN OR AMONG MULTIPLE PARTIES, (hereinafter referred to as "said application"), said application filed in the United States Patent and Trademark Office on even date herewith.

WHEREAS, Cybersettle Holdings, Inc. (hereinafter together with its successors and assigns referred to as "the Assignee"), a Delaware corporation, having a place of business at, 44 South Broadway, Suite 510, White Plains, New York 10601 is desirous of obtaining all right, title and interest in, to and under said invention(s) and said application; and

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which the Assignors hereby acknowledge, have sold, assigned, transferred and set over, and by these presents hereby sell, assign, transfer and set over to the Assignee all right, title and interest in, to and under said invention(s) and said application, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said application, and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), said application and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by me had this Assignment not been made. The Assignors hereby authorize the Assignee to file patent applications in any and all countries on any or all of said invention(s) in my name, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise.

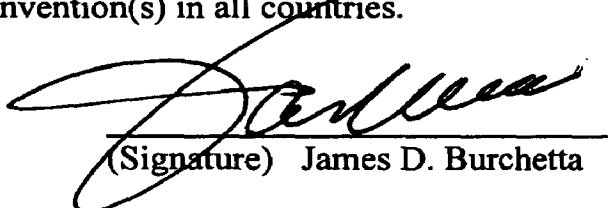
The Assignors hereby authorize the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said invention(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

The Assignors hereby represent and warrant that the Assignors have the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that the Assignors will

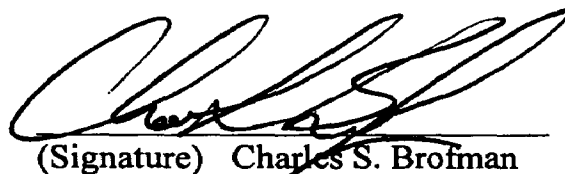
not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

The Assignors hereby covenant and agree that the Assignors will, upon request of the Assignee, communicate to the Assignee any facts known to me relating to said invention(s) and the history thereof, testify in any legal proceeding, execute all lawful papers including without limitation all divisional, continuing and reissue applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said invention(s) in all countries.

Date:

9/25/07  
(Signature) James D. Burchetta

Date:

9/25/07  
(Signature) Charles S. Brofman