

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment for Benefit of Creditors |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Blue Silicon, Inc. fka United Connections, Inc. | 07/17/2002 |
| RECEIVING PARTY DATA | |
| Name: | Sherwood Partners, Inc. |
| Street Address: | 300 South Grand Avenue, 14th Floor |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90071 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 09611178 |
| CORRESPONDENCE DATA | |
| Fax Number: | (408)287-8040 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 4082925800 |
| Email: | krogers@thelen.com |
| Correspondent Name: | Thelen Reid Brown Raysman & Steiner LLP |
| Address Line 1: | P. O. Box 640640 |
| Address Line 4: | San Jose, CALIFORNIA 95164-0640 |
| ATTORNEY DOCKET NUMBER: | UNI-0001 (032771-002) |
| NAME OF SUBMITTER: | David B. Ritchie |
| Total Attachments: 5 source=UNI0001_BS_SherPtrs#page1.tif source=UNI0001_BS_SherPtrs#page2.tif source=UNI0001_BS_SherPtrs#page3.tif source=UNI0001_BS_SherPtrs#page4.tif source=UNI0001_BS_SherPtrs#page5.tif | |

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PATENT

July 17, 2002

blue-silicon, Inc., fka United
Connections, Inc.

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**NOTICE OF ASSIGNMENT FOR
THE BENEFIT OF CREDITORS
AND DEADLINE FOR
SUBMITTING CLAIMS**

**TO ALL CREDITORS AND EQUITYHOLDERS OF BLUE-SILICON, INC., AND
OTHER PARTIES IN INTEREST:**

PLEASE TAKE NOTICE that on June 24, 2002, blue-silicon, Inc. ("blue-silicon"), fka United Connections, Inc., as assignor, made a General Assignment for the Benefit of Creditors (the "Assignment") to Sherwood Partners, Inc., a California corporation ("Sherwood" or "Assignee"), as assignee, pursuant to California law. A true and correct copy of the document evidencing the Assignment is enclosed. Pursuant to the Assignment, blue-silicon transferred ownership of all of its rights in tangible and intangible assets (collectively, the "Assets") to Sherwood for liquidation. Sherwood shall liquidate the Assets, wind down blue-silicon, and distribute the net liquidation proceeds to creditors of blue-silicon who timely submit claims as instructed below.

PLEASE TAKE FURTHER NOTICE that all entities asserting any claim against blue-silicon must submit a proof of claim and proper supporting documentation to counsel for Sherwood by no later than December 27, 2002. A proof of claim form is enclosed with this Notice. Claims shall be presented by mailing them to counsel for the Assignee at the following address:

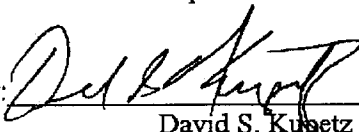
SULMEYER KUPETZ, BAUMANN & ROTHMAN
A Professional Corporation
Attn: Sherwood Partners, Inc.
300 South Grand Avenue, 14th Floor
Los Angeles, California 90071
Telephone: 213/617-5220
Facsimile: 213/629-4520

PLEASE TAKE FURTHER NOTICE that any claimant who fails to timely submit a Claim in accordance with the instructions set forth above shall be barred from sharing in any distribution of proceeds of the liquidation of the Assets of blue-silicon and shall not receive any payment from the Assignee.

This notice is prepared in accordance with California Code of Civil Procedure § 1802.

Dated: July 17, 2002

SULMEYER, KUPETZ, BAUMANN & ROTHMAN
A Professional Corporation

By: 
David S. Kupetz

Attorneys for Sherwood Partners, Inc.,
Assignee for the Benefit of Creditors of blue-silicon, Inc.

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| Assignment for the Benefit of Creditors of blue-silicon, Inc. fka United Connections, Inc. | PROOF OF CLAIM | DATE RECEIVED: _____ |
| blue-silicon, Inc., fka United Connections, Inc. Assignor, Sherwood Partners, Inc. Assignee. | | |
| Name of Claimant <i>(The person or entity to whom blue-silicon, Inc., owes money or property)</i> SOCIAL SECURITY OR TAX I.D. #: _____ | <input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. | CLAIM NO.: _____ |
| Name and Address Where Notices Should be Sent | <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you on behalf of the Assignee. | THIS SPACE IS FOR OFFICIAL USE ONLY |
| Telephone Number | | |
| ACCOUNT OR OTHER NUMBER BY WHICH CLAIMANT IDENTIFIES CLAIM: _____ | <input type="checkbox"/> replaces <input type="checkbox"/> amends | a previously filed claim, dated: _____ |
| 1. BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Equipment leased <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly) _____ | 2. IS YOUR CLAIM <input type="checkbox"/> Matured (i.e., due and payable) <input type="checkbox"/> Unmatured <input type="checkbox"/> Disputed <input type="checkbox"/> Contingent | |
| 3. DATE DEBT WAS INCURRED: _____ | 4. IF COURT JUDGMENT, DATE OBTAINED: _____ | |
| 5. CLASSIFICATION OF CLAIM. Classify your claim as follows: (1) Unsecured, (2) Secured, or (3) Partially secured and partially unsecured (it is possible for part of a claim to be in one category and part in another): CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM. | | |
| <input type="checkbox"/> UNSECURED CLAIM \$ _____ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim. <input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest. Brief Description of Collateral: _____ Amount of arrearage and other charges included in secured claim above, if any \$ _____ | 7. SUPPORTING DOCUMENTS: <u>Attach copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests, if the documents are not available, explain. If the documents are voluminous, attach a summary. | |
| 6. PRIORITY CLAIM \$ _____ State basis for priority: _____ | 8. STATEMENT ABOUT THE DEBT. Attach a written detailed explanation of the basis of your claim. Include with your explanation a schedule of calculations showing precisely how you arrive at the total amount of your claim. | |
| 9. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim, and in filing this claim, claimant has deducted all amounts that claimant owes to debtor. | | |
| 10. TOTAL AMOUNT OF CLAIM ON DATE SIGNED BELOW: | | |
| \$ _____ (Unsecured) | \$ _____ (Secured) | \$ _____ (Total) |
| <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges. | | |
| 11. DATE-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. | | THIS SPACE IS FOR OFFICIAL USE ONLY |
| 12. BY MY SIGNATURE BELOW, I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE INFORMATION PROVIDED HEREIN AND ATTACHED HERETO IS TRUE AND CORRECT. | | |
| Date _____ | Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) | |

GENERAL ASSIGNMENT

This Assignment is made this 14 day of June, 2002, by blue-silicon, Inc., located at 94 Bonaventura Drive, San Jose, California, hereinafter referred to as Assignor, to Sherwood Partners, Inc., a California corporation, hereinafter referred to as Assignee.

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney, if any, for Assignor.

If any dividends to creditors shall remain unclaimed for a period of one year after issuance of the final dividend checks, then the same shall become the property of Assignee and used to supplement its fees for services rendered in administering this Assignment. Any interest that may be earned on funds administered under this

Assignment shall belong to and are hereby assigned to Assignee as additional fees for its services hereunder.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor, software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Tax I.D. Number:

Federal # 943286387

Assignor:

blue-silicon, Inc.

By:
Its:

Assignee:

Sherwood Partners, Inc.

By:
Its: