



01-17-2008



Modified Version of PTO-1595

RECORDATIC

103476242

PATENTS ONLY

1.14.08

To the Director of the US Patent and Trademark Office: Please record documents or the new address(es) below.

1. Name of conveying party(ies):

*Utopy, Inc.
1550 Bryant St., Ste 4400
San Francisco, CA 94103*Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: *Levin*Street address: *4 Zinas Kaitner St*City: *Litva*

State:

Zip:

Country: *Cyprius 3035*Additional name(s) and address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

☒ Assignment☐ Security Agreement☐ Merger☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424m Confirmatory License☐ OtherExecution Date(s): March 3, 2006

4. Application or patent number(s):

A. Patent Application No.(s)

09/597975

B. Patent No.(s)

6981040

C. Agent Ref No.(s)

UTO-101/US

☐ This document is being filed together with a new application.Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Lumen Patent Firm, Inc.

Street address: 2345 Yale Street, Second Floor

City: Palo Alto

State: CA

Zip: 94306

Country: USA

Phone No.: 650-424-0100

Fax No.: 650-424-0141

Email: admin@lumen.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41): \$40

☒ Authorized to be charged by credit card

8. Payment information:

a. Credit Card Last 4 Numbers: 9737

Credit Card Expiration Date: 10/2009

9. Signature:

Signature / Ron Jacobs / Reg.No. 50,142

Printed Name

Ron Jacobs

Date

1/8/08

Total number of pages including cover sheet, attachments and documents: 5Documents to be recorded (including cover sheet) should be faxed to (571-273-0140), or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

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40.00 DP

PATENT
REEL: 020381 FRAME: 0042

PATENT AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the 2nd day of March, 2006 by and between Utopy, Inc. ("Assignor"), a company incorporated in the State of Delaware, and ~~Levin, Ltd.~~ ("Assignee").

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated March __, 2006, pursuant to which Assignor agrees to assign to Buyer its entire title, rights and interest in and to United States Patent No. ~~6,881,050~~ and any and all divisionals, continuations, continuations-in-part, reissues, renewals, extensions (including supplementary protection certificates), additions, registrations and confirmations thereof (as set forth on Schedule I thereto and incorporated by reference herein, the "Patent");

WHEREAS, Assignee and Assignor wish to document by formal assignment to Assignee of Assignor's title, interest and rights in and to the Patent.

Assignee and Assignor therefore agree as follows.

SECTION 1. ASSIGNMENT OF THE PATENT. (a) Assignor does hereby sell, transfer, convey, assign, quitclaim and deliver unto Assignee all right, title and interest of Assignor in and to the Patent, the registrations thereof, all rights of priority therein in the United States and its possessions and territories as may now or hereafter be granted to it by law or treaty, and all rights, interests, claims and demands recoverable in law and equity that Assignor has or may have in profits and damages for past, present and future infringements of the Patent, including, without limitation, the right to compromise, sue for and collect such profits and damages, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

(b) Assignor hereby authorizes the Director of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions to transfer the Patent to Assignee as assignee of Assignor's entire right, titles and interest therein or otherwise as Assignee may direct, in accordance with this Agreement.

(c) Assignor hereby agrees that Assignor shall and shall cause, upon the reasonable request of the Assignee, each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transaction contemplated hereby and thereby.

this Agreement and render effective the consummation of the transaction contemplated hereby and thereby.

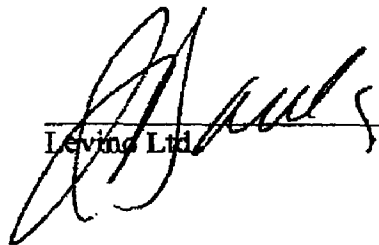
SECTION 2. CHOICE OF LAW. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.

SECTION 3. EXECUTION IN COUNTERPARTS; SEVERABILITY.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall constitute delivery of a manually executed counterpart of this Agreement. In case any provision in or obligation under this Agreement should be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 4. HEADINGS. The headings in the Sections and clauses of this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

By signing in the places provided below, Assignor and Assignee accept and agree to all of the terms and conditions of this Agreement as of the day and year first above written.


Levin Ltd.

Utopy, Inc.

PATENT AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the 3rd day of March, 2006 by and between Utopy, Inc. ("Assignor"), a company incorporated in the State of Delaware, and Levino Ltd. ("Assignee").

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated March 3, 2006, pursuant to which Assignor agrees to assign to Buyer its entire title, rights and interest in and to United States Patent No. 6,981,040 and any and all divisionals, continuations, continuations-in-part, reissues, renewals, extensions (including supplementary protection certificates), additions, registrations and confirmations thereof (as set forth on Schedule I thereto and incorporated by reference herein, the "Patent");;

WHEREAS, Assignee and Assignor wish to document by formal assignment to Assignee of Assignor's title, interest and rights in and to the Patent.

Assignee and Assignor therefore agree as follows.

SECTION 1. ASSIGNMENT OF THE PATENT. (a) Assignor does hereby sell, transfer, convey, assign, quitclaim and deliver unto Assignee all right, title and interest of Assignor in and to the Patent, the registrations thereof, all rights of priority therein in the United States and its possessions and territories as may now or hereafter be granted to it by law or treaty, and all rights, interests, claims and demands recoverable in law and equity that Assignor has or may have in profits and damages for past, present and future infringements of the Patent, including, without limitation, the right to compromise, sue for and collect such profits and damages, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

(b) Assignor hereby authorizes the Director of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions to transfer the Patent to Assignee as assignee of Assignor's entire right, titles and interest therein or otherwise as Assignee may direct, in accordance with this Agreement.


(c) Assignor hereby agrees that Assignor shall and shall cause, upon the reasonable request of the Assignee, each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transaction contemplated hereby and thereby.

SECTION 2. CHOICE OF LAW. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.

SECTION 3. EXECUTION IN COUNTERPARTS; SEVERABILITY.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall constitute delivery of a manually executed counterpart of this Agreement. In case any provision in or obligation under this Agreement should be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 4. HEADINGS. The headings in the Sections and clauses of this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

 ~~SECTION 5. WAIVER OF JURY TRIAL. ASSIGNOR AND ASSIGNEE EACH HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.~~

By signing in the places provided below, Assignor and Assignee accept and agree to all of the terms and conditions of this Agreement as of the day and year first above written.


Utopy, Inc.

By: 

DORON ASPIR

Levino Ltd.

By:

P.3/4

To: 15142213029

505 955 0549

2-08-2001 10:19 From: INN OF FIVE GRACES

PATENT

RECORDED: 01/14/2008

REEL: 020381 FRAME: 0046