

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ntercept Communication, Inc.	12/19/2001
RECEIVING PARTY DATA	
Name:	AGENCY.COM Ltd.
Street Address:	20 Exchange Place
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11826363
Application Number:	11878119
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ATTORNEY DOCKET NUMBER:	2222.0780001
NAME OF SUBMITTER:	Christopher Philip Wrist
Total Attachments: 4 source=2222.0780001_Assignment_NTercpt_Agency#page1.tif source=2222.0780001_Assignment_NTercpt_Agency#page2.tif source=2222.0780001_Assignment_NTercpt_Agency#page3.tif	

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PATENT ASSIGNMENT

This Patent Assignment is effective as of 12/19, 2001 by and between Ntercept Communication, Inc., a Delaware corporation (hereinafter "Assignor"), and AGENCY.COM Ltd., a Delaware corporation (hereinafter "Assignee").

BACKGROUND

WHEREAS, Assignor is the owner of Patents in respect to which Assignor is prepared to assign under established terms to Assignee, where "Patents" means the United States and/or foreign patents and/or patent applications listed in Exhibit A, and, whether or not specifically identified in Exhibit A, all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; provisional patent applications that are or will be continuations or continuations in part of such patents and applications; and foreign counterparts to any of the foregoing including, without limitation, utility models; and

WHEREAS, Assignee wishes to acquire the Patents pursuant to the Asset Purchase Agreement dated December 19, 2001 between Assignor and Assignee;

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

ARTICLE I ASSIGNOR'S GRANT

- 1.1 Assignor hereby assigns, transfers and conveys to Assignee all right, title, and interest in and to the Patents and all inventions and discoveries described therein, including without limitation, all rights of Assignor under assignment agreements and all rights of Assignor to license and to collect royalties under the Patents.
- 1.2 Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patents and all inventions and discoveries described therein, including without limitation, all rights to pursue damages, injunctive relief, and other remedies for past, current and future infringement of the Patents.

ARTICLE II RIGHTS AND DUTIES

- 2.1 Assignee hereby accepts the assignment of the Patents.
- 2.2 Assignor agrees to deliver to Assignee (a) an executed original of each and every assignment of rights to the Patents. Within ten (10) days following the effective date of this Patent Assignment, Assignor agrees to deliver to Assignee all files and original documents, including all copies thereof, owned or controlled by Assignor relating to the Patents including, without limitation, all invention disclosures, laboratory notebooks,

correspondence to and from counsel, and prosecution files, and Assignor's own files relating to the issued Patents. Assignee acknowledges that certain of the Assignee's patent prosecution counsel may not have retained documents pertaining to the Patents. In all such instances, Assignor shall utilize its best efforts to obtain written certifications from such prosecution counsel indicating that such counsel have made a diligent search for such documents and have produced all such documents presently their possession, custody or control.

- 2.3 Assignee shall, at its sole discretion, have full power and authority to notify any person, firm or corporation at any time of the fact that this Assignment has been made.
- 2.4 Assignor agrees to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by Assignee, its successors and assigns, to perfect the title herein conveyed. Assignor agrees to execute and deliver any instruments, and do and perform any other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of any papers, and Assignor agrees to use best efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Assignee the benefit of the transactions contemplated hereby. In the event a foreign counterpart, continuation, or divisional is omitted from the definition of Patents, Assignor shall take prompt steps to include the omitted foreign counterpart, continuation, or divisional within the scope and coverage of this Patent Assignment with no additional payment by Assignee.
- 2.5 Assignor agrees that it, its successors, assigns, legal representatives and administrators, will at any time upon request communicate to Assignee, its successors and assigns, any facts relating to the Patents and the history thereof known to Assignor or its successors, assigns, legal representatives and administrators, and that Assignor will fully cooperate in any litigation or proceeding (including but not limited to interference proceedings) relating to the Patents, such cooperation including, but not limited to, making witnesses available and providing evidence of invention dates.

ARTICLE III WARRANTIES

- 3.1 Assignor warrants that there are no rights or interests outstanding in and to the Patents that are inconsistent with the rights and interests granted herein, and agrees not to execute or grant or transfer any rights or interests inconsistent with said grant. Assignor represents and warrants to Assignee that (a) Assignor has good and marketable title to the Patents, including without limitation, all rights, title, and interest, in the Patents, and the exclusive right to sue for past, present, and future infringement thereof; (b) the Patents are free and clear of all liens, mortgages, security interests, or other encumbrances, and restrictions on transfer; (c) there are no actions, suits, investigations, claims, or

proceedings threatened, pending, or in progress relating in any way to the Patents; and (d) there are no existing contracts, licenses, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patents or any interest therein.

- 3.2 Assignor represents and warrants to Assignee that none of the Patents have been or are currently involved in any reexamination, reissue, or interference proceeding, or any similar proceeding, and that no such proceedings are pending or threatened.
- 3.3 Assignor represents and warrants to Assignee that (a) the Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding; (b) Assignor has not received any notice or information of any kind from any source suggesting that the Patents may be invalid or unenforceable; and (c) Assignor has not allowed the Patents to become abandoned.
- 3.4 Assignor represents and warrants to Assignee that Assignor has the right and authority to enter into this Patent Assignment.

AGREED by and between the following duly authorized representatives of the Assignor and the Assignee:

ASSIGNOR		ASSIGNEE
By <u>Barbara J. Dreyer</u>	By <u>James Imbriano</u>	
[name] BARBARA J. DREYER	[name]	
<u>COO</u>		
[title]	[title]	

[Corporate Seal]

CITY OF Baltimore)
STATE OF Maryland) : ss.:

On this 19th day of December, 2001, before me appeared Barbara J. Dreyer, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).



Beverly Young Savage
Notary Public
Commission Expires: 5/15/05

Exhibit A

System, Method and Computer Product for Producing Real Time Polls of Media Events,
Appl. No. 09/544,624 filed April 6, 2000 : 33 claims (filing documents have been
provided)

System, Method and Computer Program Product for Collection of Opinion Data,
Appl. No. 09/614,862 filed July 12, 2000 : 46 claims (filing documents have been
provided)

US filing 09/544,624 and US filing 09/614,862 were combined for the purposes of filing
internationally as PCT/US01/02241 that was filed January 24, 2001. (filing documents
have been provided)

System, Method and Computer Product for Modulating the Transmission Frequency in a
Real Time Opinion Research Network Appl. No. 09/695,932 filed October 26, 2000 : 26
claims (filing documents have been provided)

Internet-based Real-time System and Method Appl. No. 60/177,704 Filed January 24,
2000

System Method and Computer Program for Dynamically Interacting with Web Media
Using an Icon to Obtain Demographically Filtered Resource Appl. No. 60/185,117 Filed
February 25, 2000

System, Method and Computer Program for Dynamically Interacting with Web Media
Using an Icon to Obtain Context Sensitive Resources Appl. No. 09/544,337 Filed April
6, 2000

System, Method and Computer Program Product for Online Patent Recruitment for
Opinion Research Appl. No 09/544,623 Filed April 6, 2000

Method, System and Computer Program Product for Controlling Data Loss in a
Distributed Opinion Research Network Appl 09/695,929 filed October 26, 2000