

PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Oculus Technologies Corporation	01/17/2007
RECEIVING PARTY DATA	
Name:	Ocls Applications, LLC
Street Address:	2711 Centerville Road
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7039920
Patent Number:	7043736
Patent Number:	7062771
Patent Number:	7131107
Patent Number:	7080384
CORRESPONDENCE DATA	
Fax Number:	(503)224-2084
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-224-2170
Email:	docket@stofoco.com
Correspondent Name:	Stolowitz Ford Cowger LLP
Address Line 1:	621 SW Morrison St.
Address Line 2:	Suite 600
Address Line 4:	Portland, OREGON 97205
ATTORNEY DOCKET NUMBER:	6741-0001

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NAME OF SUBMITTER:

Graciela G. Cowger

Total Attachments: 4

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Oculus Technologies Corporation, a Delaware corporation, with an office at 110 Broad Street, 2nd Floor, Boston, MA 02110, ("*Assignor*"), does hereby sell, assign, transfer, and convey unto Ocls Applications, LLC, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("*Assignee*"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "*Patent Rights*"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "*Patents*");

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the

Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
7,039,920	US	7/03/2001	Method and apparatus for providing a search engine for optimizing a decentralized or emergent model on a computer network Matthew B. Wall
7,043,736	US	7/03/2001	Method and apparatus for generating an emergent model on a computer network Matthew B. Wall
7,062,771	US	7/03/2001	Method and apparatus for generating a decentralized model on a computer network Matthew B. Wall
7,131,107	US	7/03/2001	Method for mapping business processes using an emergent model on a computer network Matthew B. Wall
2003-7000020	KP	7/03/2001	Access control for a decentralized or emergent model on a computer network Matthew B. Wall
EP01950845	EP	7/03/2001	Access control for a decentralized or emergent model on a computer network

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
7,080,384	US	10/22/2001	Matthew B. Wall Method and apparatus for providing access control for a decentralized or emergent model on a computer network Matthew B. Wall

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

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Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings,

