

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Imagination Software, Inc.</td><td>12/02/2002</td></tr><tr><td>Laurence C. Klein</td><td>12/02/2002</td></tr></tbody></table>		Name	Execution Date	Imagination Software, Inc.	12/02/2002	Laurence C. Klein	12/02/2002				
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Imagination Software, Inc.	12/02/2002										
Laurence C. Klein	12/02/2002										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Donner Inc.</td></tr><tr><td>Street Address:</td><td>11601 Yeatman Terrace</td></tr><tr><td>City:</td><td>Silver Spring</td></tr><tr><td>State/Country:</td><td>MARYLAND</td></tr><tr><td>Postal Code:</td><td>20902</td></tr></table>		Name:	Donner Inc.	Street Address:	11601 Yeatman Terrace	City:	Silver Spring	State/Country:	MARYLAND	Postal Code:	20902
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PROPERTY NUMBERS Total: 1											
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Application Number:	10874172										
CORRESPONDENCE DATA											
Fax Number: (770)951-0933 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 770-933-9500											
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Address Line 2: Suite 1500											
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ATTORNEY DOCKET NUMBER:	051327-1082										
NAME OF SUBMITTER:	Scott A. Horstemeyer										
Total Attachments: 3 source=00732528#page1.tif source=00732528#page2.tif											

OP \$40.00 10874172

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PATENT
REEL: 021124 FRAME: 0038

ASSIGNMENT AND LICENSE

Imagination Software, Inc, and Laurence C. Klein (together "Assignor") of 732 Symphony Woods, Silver Spring, MD 20902, hereby assigns its entire right, title and interest to United States Patents listed in Exhibit A to Donner, Inc., ("Assignee") including all rights of action and damages for present and past infringement relating thereto, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term for the patents identified in Exhibit A, and any provisional applications, original applications, formal applications, continuation applications, continuations-in-part applications, continued prosecution applications, request for continued examination applications, divisional applications, reissue applications, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention, and all rights to claim priority therefrom and/or thereto; and any copyright or designs associated with or in said invention; and all rights of action and damages for any past, present or future infringement relating thereto, including all rights of actions and damages from publication of the patent applications and/or issuance of any patent relating thereto;


UPON SAID CONSIDERATIONS, Assignor hereby agree with the said assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

The Assignor hereby grant(s) Assignee and its representatives the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document

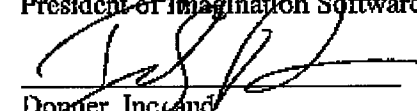
AND Assignor requests the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

IN TESTIMONY WHEREOF, the Assignor and Assignee have executed this Assignment and License.

DATED: 12/2/02


Imagination Software, Inc. and
Laurence C. Klein ("Assignor")
personally and in capacity as
President of Imagination Software, Inc.

DATED: 12/12/02


Donner, Inc. and
Ira H. Donner ("Assignee")

STATE OF Maryland)
COUNTY OF Montgomery) ss.

I, Denise J. Westroy, a Notary Public in and for the County and State aforesaid, do hereby certify that Laurence C. Klein, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
2nd day of December 2002.

My Commission Expires:

Denise J. Westroy Notary Public
Notary Public State of Maryland
My Commission Expires February 1, 2005

STATE OF District of)
COUNTY OF Columbia) ss.

I, Deborah P. Buchanan, a Notary Public in and for the County and State aforesaid, do hereby certify that Ira H. Donner, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this
12th day of Dec, 2002.

My Commission Expires:

10/14/04

Deborah P. Buchanan
Notary Public

DEBORAH P. BUCHANAN
Notary Public District of Columbia
My Commission Expires: OCTOBER 14, 2004

Exhibit A

1. U.S. Patent 6,185,590
2. U.S. Patent Application 08/911083
3. U.S. Patent Application 08/950837
4. U.S. Patent Application 08/950738
5. U.S. Patent Application 08/950741
6. U.S. Patent Application 09/438300
7. U.S. Patent Application 08/950911
8. U.S. Patent Application 60/028697
9. U.S. Patent Application 60/028128
10. U.S. Patent Application 60/024360
11. U.S. Patent Application 60/028639
12. U.S. Patent Application 60/028685
13. U.S. Patent Application 60/096885
14. U.S. Patent Application 60/108798
15. U.S. Patent Application 60/028129
16. U.S. Patent Application 60/028522
17. PCT Patent Application US97/18648