

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David Holtzman	10/26/2007
RECEIVING PARTY DATA	
Name:	Pseuds II, Inc.
Street Address:	13800 Coppermind Road
City:	Herndon
State/Country:	VIRGINIA
Postal Code:	20171
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7043760
CORRESPONDENCE DATA	
Fax Number:	(703)760-7777
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-760-7735
Email:	IGroetsch@mofo.com
Correspondent Name:	Bradley J. Meier
Address Line 1:	c/o Morrison & Foerster LLP
Address Line 2:	1650 Tysons Blvd., Suite 400
Address Line 4:	McLean, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	643622000100
NAME OF SUBMITTER:	Bradley J. Meier

Total Attachments: 8
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**PSEUDS II, INC.
ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT, dated as of October 26, 2007 (the "Agreement"), is made by and among Pseuds II, Inc. (the "Company"), David H. Holtzman ("Holtzman"), the Holtzman Family Revocable Trust ("Trust") and Pseuds, Inc. ("Pseuds"). Pseuds and Holtzman shall each also be referred to herein as an "Assignor" and collectively as the "Assignors."

WHEREAS, the Company is a newly formed corporation with no assets or liabilities as of the date hereof; and

WHEREAS, the Assignors desire to transfer and assign to the Company certain assets in consideration of the issuance to the Trust of shares of Common Stock, par value \$0.001 per share, of the Corporation (the "Common Stock").

NOW, THEREFORE, the parties hereto agree as follows:

1. Issuance of the Shares. In consideration of the assignment, transfer and conveyance of the Assets (as defined below) to the Company by the Assignors, and subject to the execution by the Trust of a Stock Subscription Agreement, the Company hereby issues, sells, transfers and delivers to the Trust Five Million Five Hundred Thousand (5,500,000) shares of Common Stock (the "Shares").
2. Assignment of Assets. In consideration of the issuance by the Company of the Shares to the Trust, each Assignor does hereby irrevocably and exclusively assign, transfer and convey to the Company, such Assignor's entire right, title and interest throughout the world, together with all benefits and privileges of, in and to, the following assets (collectively, the "Assets"):
 - (a) the computer software products known as the "Pseuds system" and all other object code and source code that has been developed for the benefit of Pseuds (individually and collectively the "Product"), including any and all versions, releases, parts and components thereof;
 - (b) all trade secrets, inventions, ideas, technology, works of authorship, discoveries, formulae, procedures, processes, know-how, specifications, documents, design specifications and all items, materials and knowledge necessary or useful for the development, use, maintenance, enhancement and support of the Product or necessary or useful to assure performance of all of the functions which the Product was designed to perform, including, but not limited to, any and all user documentation or guides, operator's manuals, installation guides, system documentation and manuals, narrative descriptions, flowcharts, program component descriptions, design specifications, file layouts, maintenance and installation job control language, logic flow diagrams, source codes, object codes, macros, algorithms, load modules, output reports, test or other data, marketing material and other necessary information owned or held by Assignor relating to the Product;

(c) any item of computer product derived from the Product or from any part or parts of such Product and all rights to use thereof for any purpose;

(d) all registered and unregistered copyrights relating to or associated with the Product, including without limitation, the registered copyrights listed on Exhibit A attached hereto, and the goodwill associated with or appurtenant to the foregoing;

(e) all trademarks, service marks, trade names, uniform resource locators (URLs) and domain names relating to or associated with Pseuds and/or the Product including, without limitation, those trademarks, service marks, trade names and domain names identified on Exhibit B attached hereto, as well as any registrations thereof by any Federal, state or foreign government or applications therefor, and the goodwill associated with or appurtenant to the foregoing;

(f) all patents and patent applications relating to or associated with Pseuds and/or the Product including, without limitation, those patents and patent applications identified on Exhibit C attached hereto, as well as any registrations thereof by any Federal, state or foreign government or applications therefor, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for such patents (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the such patents and patent applications and the goodwill associated with or appurtenant to the foregoing;

(g) all compilations or lists of previous, present or prospective customers of the Product and Pseuds;

(h) the agreement, dated January 12, 2007, by and between Pseuds and DataNaut, LLC and the agreement, dated on or about January 29, 2007, by and between Pseuds and Silverorange;

(i) the exclusive worldwide rights to modify, enhance, support, distribute, sell, market, lease, rent, license, sublicense or otherwise convey the Product or any part or derivative work thereof or any items described in subparagraphs (a)-(h) above to any individual, entity or group; and

(j) all other intellectual property rights throughout the world relating to or associated with Pseuds and/or the Product.

3. Further Assurances. Each Assignor hereby covenants and agrees to cooperate with the Company to enable the Company to perfect the transfer and assignment of and enjoy to the fullest extent the right, title and interest of the Assets conveyed herein including, without limitation, signing the appropriate assignment documents to be filed with the U.S. Patent and Trademark Office and such other registration bodies throughout the world to further evidence the assignment of the Assets hereunder. The expenses incurred by Assignor in providing such cooperation shall be paid for by the Company.

4. Appointment. Should the Company be unable to secure Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, trademark or other right or protection relating to the Assets whether due to Assignor's unavailability or mental or physical incapacity or any other cause, such Assignor hereby designates and appoints the Company and each of its duly authorized officers and agents as its agent and attorney-in-fact, to act for and on such Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, trademarks or other rights or protections relating to any Asset with the same force and effect as if executed and delivered by Assignor.

5. Ownership. Each Assignor represents and warrants to the Company that, subject to the other Assignor's interest in the Assets, it owns all right, title and interest in and to the Assets, free and clear of all liens and encumbrances, and that such Assignor has not granted any license, option or other right in, to or under the Assets or the intellectual property rights therein.

6. Authority. Each Assignor represents and warrants to Company that (a) he or it, as applicable, is legally competent and has all requisite power, capacity and authority to enter into this Agreement and perform his or its obligations hereunder; (b) the Agreement constitutes the legal, valid and binding obligation of such Assignor enforceable against such Assignor in accordance with its terms; (c) the execution, delivery and performance of this Agreement by such Assignor, and the consummation by such Assignor of the transactions contemplated hereby, will not violate any agreement or instruments to which such Assignor is a party, and does not require the consent of any third party.

7. Expenses. Each party hereto will pay its own expenses in connection with the transactions contemplated hereby.

8. Cessation of Use. Immediately following the execution and delivery of this Agreement, each Assignor shall permanently cease and terminate all use and exploitation of the Assets (except in service of, or at the specific request of, the Company). Without limiting the generality of the foregoing, Pseuds shall (i) immediately discontinue usage of the Pseuds.com URL and other URLs using or containing the word "pseud"; and (ii) change its corporate name, web site and branding to a name that is not confusingly similar to "pseuds".

9. Entire Agreement; Assignment. This Agreement attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof and may not be amended or modified nor any provisions waived except in a writing signed by the parties hereto. This Agreement may not be assigned by any party without the prior written consent of the other.

10. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11. Governing Law. This Agreement shall be governed by, enforceable under, and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof.

[Signature Pages and Exhibits Follow]

IN WITNESS WHEREOF, each Assignor and the Company has caused this Agreement to be executed by their respective duly authorized representatives effective as of the date set forth above.

COMPANY:

Pseuds II, Inc., a Delaware corporation

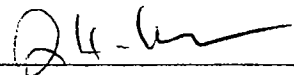
By: 

Name: _____

Title: _____


ASSIGNORS:

Pseuds, Inc., a Delaware corporation

By: 

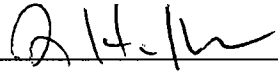
Name: David Holtzman

Title: President


David H. Holtzman (personally)

THE TRUST:

Holtzman Family Revocable Trust

By: 

Name: David Holtzman

Title: Trustee

Exhibit A

Registered Copyrights

None.

Exhibit B

Trademarks, Service Marks, Trade Names and Domain Names

Trademarks:

Country	Application #	Filing Date	Registration #	Status	Trademark Name
US	77/307,424	18-Oct-07	--	Pending	PSEUDS

Domain Names:

www.pseuds.com
www.pseuds.net
www.pseuds.org

Exhibit C

Patents and Patent Applications

Case Type	Application Number	Filing Date	Issue Date	Application Status	Assignment To	Patent Number
EUROPE	02744622.8	31-Jan-04		Published	DAVID H. HOLTZMAN	
U.S. - CIP	09/897,473	03-Jul-01	09-May-06	Granted	DAVID H. HOLTZMAN	7,043,760
Canada	2,452,604	31-Dec-03		Pending	DAVID H. HOLTZMAN	
U.S. - Divisional	11/372,191	10-Mar-06		Published	DAVID H. HOLTZMAN	

U.S. - Provisional 60/909,393 30-Mar-07 Pending