

PATENTS ONLY

09-02-2008



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<p>1. Name of party or parties conveying an interest:</p> <p>Nicholas D. ARNETT David HOLTZMAN David POOL</p>	<p>2. Name and address of party or parties receiving an interest:</p> <p>Name: Opion, Inc. a Virginia corporation 2191 Fox Mill Road 4<sup>th</sup> Floor Herndon, VA 20171</p>
<p>3. Description of the interest conveyed:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement</p> <p>Execution Dates: May 4, 2001, April 17, 2001, and March 23, 2001.</p>	<p>Other:</p> <p style="text-align: right;">OFF/FINANCE</p>
<p>4. Application number(s) or patent number(s). Additional sheet attached? YES___ NO <u>X</u></p> <p>A. Patent Application no.(s): 11/239,695 filed 09/28/05</p>	<p>If the document is being filed together with a new application, the execution date of the application is:</p> <p>B. Patent no.(s):</p>
<p>5. Name and address of party to whom correspondence concerning this cover sheet should be mailed:</p> <p>Name: Michael W. Zimmerman Reg. No. 57,993 HANLEY, FLIGHT &amp; ZIMMERMAN, LLC 150 S. Wacker Drive, Suite 2100 Chicago, Illinois 60606</p>	<p>6. Number of applications and/or patents identified on this cover sheet: 1</p> <p>7. Amount of fee enclosed or authorized to be charged: \$40.00</p> <p>8. Any additional required fee may be charged, or any overpayment credited to our deposit account: 50-2455</p>

9. To the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document. I hereby certify that this paper is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this date:

Date: 8/25/08

Michael W. Zimmerman  
Registration No.: 57,993

08/24/2008 NJAMH1 00000240 11239695  
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Total number of pages including cover sheet, attachments, and document: 20

**ASSIGNMENT**

WHEREAS, Nicholas D. Arnett, residing at 903-312 Sunrose Terrace, Sunnyvale, California 94086; David Holtzman, residing at 904 Monroe Street, Herndon, Virginia 20170, and David Pool, residing at 1900 Jones Road, Winchester, Virginia 22602; (hereinafter "Assignors") have invented certain new and useful improvements in SYSTEM AND METHOD FOR COLLECTION ANALYSIS OF ELECTRONIC DISCUSSION METHOD for a full description of which reference is here made to an application for Letters Patent of the United States of America filed in the U.S. Patent and Trademark Office on October 11, 2000 and assigned serial no. 09/686,516; and

WHEREAS, Opion, Inc. a corporation of the State of Virginia, having its principal office and place of business at 2191 Fox Mill Road, 4<sup>th</sup> Floor, Herndon, Virginia 20171(hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by Assignors from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents do hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in, to, and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any

interference, re-examination, re-issue, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request the Commissioner of Patents of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignors have respectively hereunto set their hands on the dates indicated below.

SIGNATURE: David Holtzman

(David Holtzman, Chief Executive Officer acting as agent for Nicholas Arnett)

NAME: Nicholas D. Arnett

DATE: \_\_\_\_\_

STATE OF Virginia

COUNTY OF Fairfax

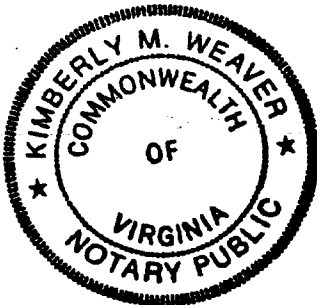
I, Kimberly M. Weaver, a Notary Public in and for the County and State aforesaid, do hereby certify that David Holtzman acting as agent for Nicholas D. Arnett, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his 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 \_\_\_\_\_ day of May 4th, 2001.

(SEAL)

Kimberly M. Weaver  
Notary Public

My commission expires 12/31/05.



IN TESTIMONY WHEREOF, the said Assignors have respectively hereunto set their hands on the dates indicated below.

SIGNATURE: David Holtzman

NAME: David Holtzman  
DATE: 4/17/01

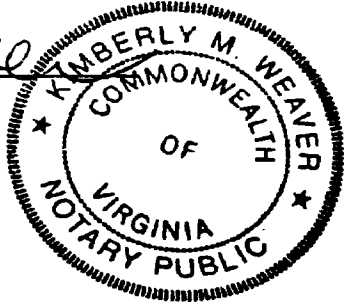
STATE OF Virginia  
COUNTY OF Fairfax

I, Kimberly M. Weaver, a Notary Public in and for the County and State aforesaid, do hereby certify that David Holtzman, 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 he signed, sealed, and delivered the said instrument as his 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 17th day of April, 2001.

(SEAL) Kimberly M. Weaver  
Notary Public

My commission expires 12/31/05.



IN TESTIMONY WHEREOF, the said Assignors have respectively hereunto set

their hands on the dates indicated below.

SIGNATURE: David Pool

NAME: David Pool

DATE: 3/23/01

STATE OF VA

COUNTY OF Fairfax

I, Rachel M. York, a Notary Public in and for the County and State aforesaid, do hereby certify that David Pool 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 he signed, sealed, and delivered the said instrument as his 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 \_\_\_\_\_ day of 3/23, 2001.

(SEAL)

Rachel M. York  
Notary Public

**OPION, INC.**  
**RESTRICTED STOCK AGREEMENT**

**THIS RESTRICTED STOCK AGREEMENT** (this "Agreement") is made as of the 31st day of August, 2000 by and between (i) Opion, Inc., a Delaware corporation (the "Corporation"), and (ii) Nicholas Arnett ("Participant").

**WHEREAS**, the Board of Directors of the Corporation has determined that Participant is eligible to purchase certain shares of "Restricted Stock," as such term is defined in the Corporation's Stock Incentive Plan (the "Plan").

**NOW, THEREFORE**, in consideration of the foregoing, of the mutual promises hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

**REDACTED**

**REDACTED**



**REDACTED**

**REDACTED**

**REDACTED**

*S*

**REDACTED**

REDACTED

EDAC 111

**REDACTED**

**12. Ownership of Information.**

A. Participant shall make full and prompt disclosure to the Corporation of all inventions, improvements, discoveries, methods, developments, software and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by Participant or under Participant's direction or jointly with others during Participant's employment by the Corporation, whether or not during normal working hours or on the premises of the Corporation (all of which are collectively referred to in this Agreement as "Developments").

B. Participant agrees to assign and does hereby assign to the Corporation (or any person or entity designated by the Corporation) all of Participant's right, title and interest in

and to all Developments and all related patents, patent applications, copyrights and copyright applications. However, this Section 12 shall not apply to Developments which do not relate to the present or planned business or research and development of the Corporation and which are made and conceived by Participant other than during normal working hours, other than on the Corporation's premises and other than using the Corporation's tools, devices, equipment or Proprietary Information. Participant understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this Section 12 shall be interpreted not to apply to any invention which a court of competent jurisdiction rules and/or the Corporation agrees falls within such classes. Participant also hereby waives all claims to moral rights in any Developments.

C. Participant agrees to cooperate fully with the Corporation, both during and after Participant's employment with the Corporation, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Developments. Participant shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights and powers of attorney, which the Corporation may deem necessary or desirable in order to protect its rights and interests in any Development. Participant further agrees that if the Corporation is unable, after reasonable effort, to secure the signature of Participant on any such papers, any executive officer of the Corporation shall be entitled to execute any such papers as the agent and the attorney-in-fact of Participant, and Participant hereby irrevocably designates and appoints each executive officer of the Corporation as Participant's agent and attorney-in-fact to execute any such papers on Participant's behalf, and to take any and all actions as the Corporation may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence.

D. Except to the extent previously disclosed to and acknowledged by the Corporation in writing, there exist no inventions, improvements, discoveries, methods, developments, software or works of authorship, whether patentable or not, made, conceived, discovered or reduced to practice by Participant alone or with others prior to Participant's employment by Corporation and/or its predecessors ("Prior Developments"). Participant covenants and agrees that Participant shall not include or use any intellectual property of Participant or third parties (including, without limitation, Prior Developments) in Developments without first notifying and receiving Corporation's written consent to do so, and (ii) Participant hereby grants Corporation a perpetual, royalty-free, worldwide, non-exclusive right and license to use, license, distribute, create derivative works of and incorporate into Developments all Prior Developments that Participant may from time to time include or incorporate into Developments.

**REDACTED**



**REDACTED**


**REDACTED**

*[Signatures Next Page]*


IN WITNESS WHEREOF, the Corporation and Participant have executed this Agreement as of the day and year first above written.

**CORPORATION**

Opiion, Inc.,  
a Delaware corporation

By:   
David H. Holtzman, Chief Executive  
Officer

**PARTICIPANT**

  
Nicholas Arnett