

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Personalogy, Inc.	04/26/2002
RECEIVING PARTY DATA	
Name:	America Online, Inc.
Street Address:	22000 AOL Way
City:	Dulles
State/Country:	VIRGINIA
Postal Code:	20166
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09721008
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 783-5070
Email:	apsi@fr.com
Correspondent Name:	Kevin E. Greene
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	06975-0352001
NAME OF SUBMITTER:	Nicole L. Conn
<p>Total Attachments: 5 source=069750352001PurchaseAgreement#page1.tif source=069750352001PurchaseAgreement#page2.tif source=069750352001PurchaseAgreement#page3.tif</p>	

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated as of April 26, 2002, (the "Agreement Date") by and among Personalogy, Inc., a Colorado corporation (the "Seller"), and America Online, Inc., a Delaware corporation (the "Buyer"). Certain capitalized terms used in this Agreement are defined in Section 8.1 below.

WITNESSETH:

WHEREAS, Seller is a software company focused on digital content organization and management solutions (the "Business"); and

WHEREAS, on the terms and subject to the conditions contained in this Agreement, Seller desires to sell, transfer, and assign to Buyer, and Buyer desires to purchase and acquire from Seller, substantially all of the Purchased Assets (as such capitalized terms are defined herein), all as more fully set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties, promises and covenants herein contained, and intending to be legally bound hereby, it is hereby agreed by the Parties as follows:

ARTICLE I.

PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, Buyer shall purchase and acquire from Seller, and Seller shall sell, assign and transfer to Buyer, free and clear of all Liens except Permitted Liens, the assets set forth on Schedule 1.1 hereto and the following assets of Seller (collectively, the "Purchased Assets"):

(a) Inventory. The inventory of goods and supplies pertaining to the Business, including, but not limited to, finished and in-progress goods, packaging, and raw materials in the possession or control of Seller relating to the Business, and any other inventory owned by Seller that constitutes a part of the Business, as of the Closing and any such goods, supplies and other inventory pertaining to the Business that come into the possession or control of or are otherwise owned by Seller within seven days immediately following the Closing (collectively, the "Inventory");

(b) Contracts. Other than the Excluded Assets (as defined in Section 1.2 below), all rights under contracts, leases, licenses and other agreements of Seller, or any portions thereof, arising out of, relating to or entered into in connection with the operation of the Business as of the Closing (collectively, the "Contracts");

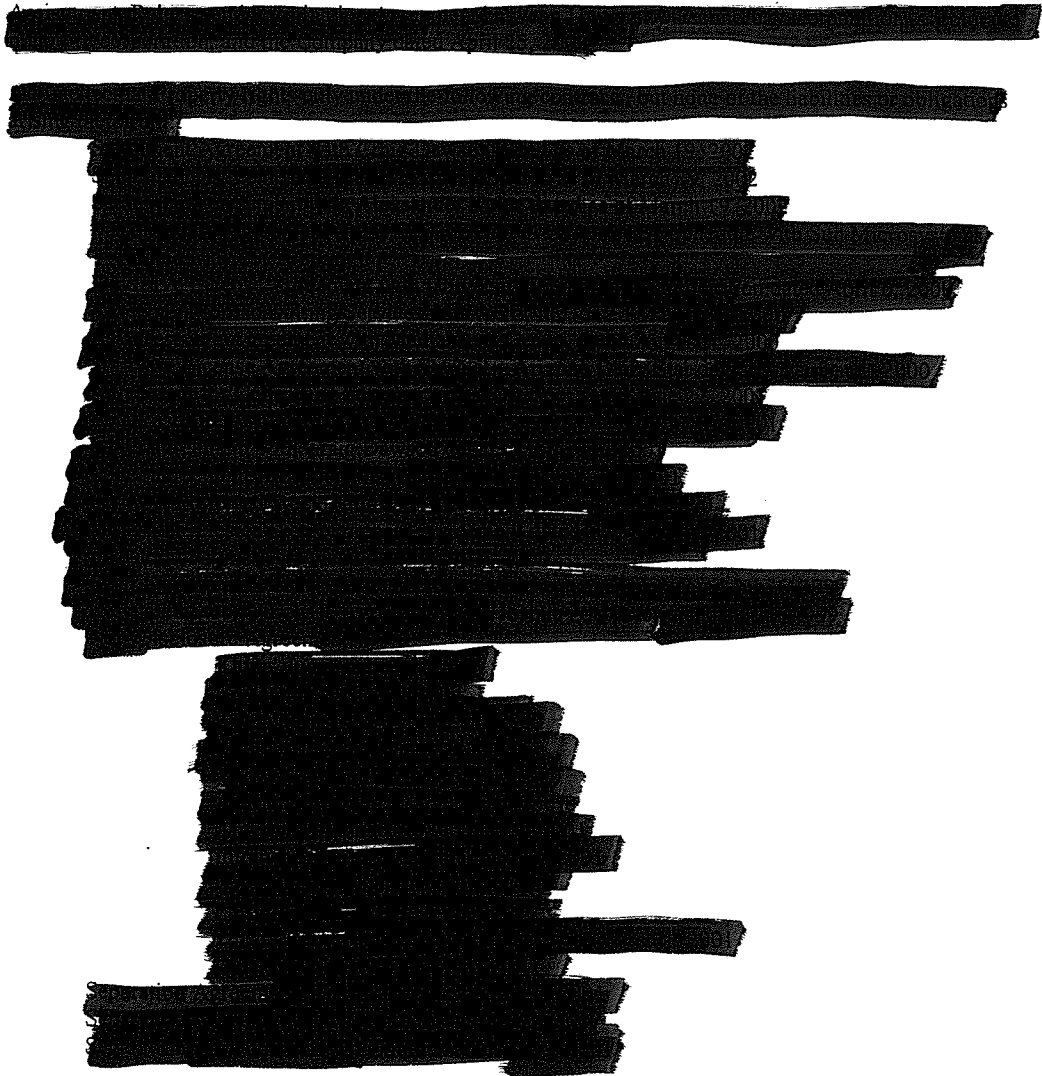
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Schedule 1.1
Personalogy, Inc. (the "Company")
Asset Purchase Agreement

1.1 (a) Inventory

None

1.1 (b) Contracts



1.1 (c) Books and Records

Marketing and related trade show materials.

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1.1 (d) Intellectual Property

U.S. Patent Application for FILTERING SYSTEM FOR PROVIDING PERSONALIZED INFORMATION IN THE ABSENCE OF NEGATIVE DATA, filed November 22, 2000

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.1 (e) Prepaid Expenses

None

1.1 (f) Security Deposits and Claims Against Third Parties

None

1.1 (g) Other Assets

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

AMERICA ONLINE, INC.

By: Lynda Clarizio
Name: Lynda Clarizio
Title: Senior Vice President --
Business Affairs

PERSONALOGY, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

AMERICA ONLINE, INC.

By: _____
Name: _____
Title: Senior Vice President --
Business Affairs

PERSONALOGY, INC.

By: JA Spector
Name: Joshua A Spector
Title: President

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