

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Memorandum of Security Interest and Lien
CONVEYING PARTY DATA	
Name	Execution Date
ipVenture, Inc.	05/20/2009
RECEIVING PARTY DATA	
Name:	Kaiser Foundation Hospitals
Street Address:	One Kaiser Plaza
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
PROPERTY NUMBERS Total: 29	
Property Type	Number
Patent Number:	7177825
Application Number:	11642328
Application Number:	11705997
Application Number:	11705982
Patent Number:	7370005
Application Number:	12074283
Application Number:	11879484
Patent Number:	7437305
Application Number:	12287696
Patent Number:	6975937
Application Number:	11244627
Patent Number:	7197547
Patent Number:	7509407
Application Number:	12322745
Patent Number:	6622127

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PATENT
REEL: 022714 FRAME: 0085

Patent Number:	6332334
Patent Number:	7139637
Application Number:	11356870
Patent Number:	7240283
Patent Number:	7493554
Application Number:	12378643
Patent Number:	7139721
Application Number:	11524810
Patent Number:	7308423
Application Number:	11594669
Application Number:	11701206
Patent Number:	7233914
Application Number:	11818010
Patent Number:	7251612

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-373-6000

Email: carrie.sadowski@bingham.com

Correspondent Name: Bingham McCutchen, LLP

Address Line 1: 2020 K Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-1806

ATTORNEY DOCKET NUMBER:	0000304482
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NAME OF SUBMITTER:	/Carrie Sadowski, IP Manager/
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Total Attachments: 6

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**MEMORANDUM OF SECURITY INTEREST
AND LIEN IN PATENT RIGHTS**


Reference is made to a certain Patent Collateral Assignment and Security Agreement (together with its appendices, exhibits and schedules, the "Security Agreement") dated as of May 20, 2009 by and between Kaiser Foundation Hospitals, a California not-for-profit organization, having its principal place of business at One Kaiser Plaza, Oakland, California 94612 ("Secured Party"), and ipVenture, Inc., a California corporation, having its principal place of business at 5150 El Camino Real, Building A, Suite 22, Los Altos, California 94022 ("Debtor").

Except as otherwise defined herein, all defined and capitalized terms contained herein shall have the same meanings as in the Security Agreement. Nothing herein shall be construed to modify or alter the terms of the Security Agreement, or diminish or enlarge the parties' respective rights and duties thereunder or the limitations and conditions contained therein.

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and conditions of the Security Agreement, Debtor has granted a continuing security interest and lien and hereby confirms its grant to Secured Party of a continuing security interest and lien in the below listed patents and applications for patents of record (collectively, the "Patent Rights") in the United States Patent and Trademark Office along with all proceeds and products of any of the foregoing (all of the foregoing, collectively, the "Collateral"), all as more specifically set forth, and on the terms and conditions provided, in the Security Agreement.

Until the Debtor satisfies all of the Secured Obligations secured by the Security Agreement: (i) the inclusion of proceeds and products does not authorize Debtor to sell or dispose of the Collateral, and (ii) without the express written approval of the Secured Party, Debtor may not sell or grant an exclusive license to, or accept any offer to purchase or acquire an exclusive license to, any one or more of the Patent Rights or any undivided interest therein; provided, however, that Debtor may grant non-exclusive licenses, covenants not to sue and releases under the Patent Rights without the necessity of the approval of the Secured Party.

ipVenture, Inc.

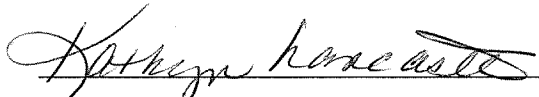
By: 

Name: PETER TONG

Title: President

Date: May 20, 2009

Kaiser Foundation Hospitals

By: 

Name: KATHRYN LANCASTER

Title: Chief Financial Officer

Date: May 20, 2009

PATENT RIGHTS

List of Issued Patents and Pending Patent Applications

TITLE	APPLICATION NO. OR PATENT NO.
Integrated system for ordering, fulfillment, and delivery of consumer products using a data network	7,177,825
Webstore Supporting Multiple Merchants	11/642,328
Online Store Using Common Carrier	11/705,997
Online Store Product Availability	11/705,982
Integrated system for ordering, fulfillment, and delivery of consumer products using a data network	AU 779868
Inventory replication based upon order fulfillment rates	7,370,005
Inventory replication based upon order fulfillment rates	12/074,283
Real-time display of available products over the Internet	11/879,484
Scheduling delivery of products via the Internet	7,437,305
Scheduling delivery of products via the Internet	12/287,696
Technique for processing customer service transactions at customer site using mobile computing device	6,975,937
Techniques for processing customer service transactions at customer site using mobile computing device	11/244,627
Load balancing technique implemented in a data network device utilizing a data cache	7,197,547

Load balancing technique implemented in a data network device utilizing a data cache	7,509,407
Load balancing technique implemented in a data network device utilizing a data cache	12/322,745
Order allocation to select from inventory locations stocking few units of inventory	6,622,127
Method and Apparatus for handling and transporting temperature-sensitive items	6,332,334
Order allocation to minimize container stops in a distribution center	7,139,637
Method and System for Order Fulfillment in a Distribution Center	11/356,870
Data transmission and rendering techniques implemented over a client-server system	7,240,283
Data transmission and rendering techniques implemented over a client-server system	7,493,554
Data transmission and rendering techniques implemented over a client-server system	12/378,643
Scheduling delivery of products via the Internet	7,139,721
Scheduling delivery of products via the Internet	11/524,810
Technique for handling sales of regulated items implemented Over a Data Network	7,308,423
Method and Apparatus for Facilitating Online Purchase of Regulated Products over a Data Network	11/594,669
Restricted Purchase of Regulated Items Over a Network	11/701,206

Technique for implementing item substitution for
unavailable items relating to a customer order

7,233,914

Item substitution for unavailable items relating to a
customer order

11/818,010

Method and system for scheduling distribution
routes and timeslots

7,251,612

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

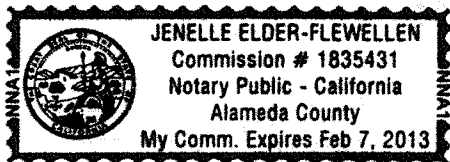
COUNTY OF ALAMEDA)

On MAY 20, 2009 before me, JENELLE ELDER-FLEWELLEN, Notary Public,

personally appeared KATHRYN LANCASTER

NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.



SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY
SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could
prevent fraudulent reattachment of this form.

OPTIONAL SECTION

Title of Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF California)

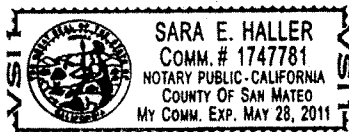
COUNTY OF San Mateo)

On May 20, 2009 before me, Sara E. Haller, Notary Public,

personally appeared Peter Tong

NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Sara E. Haller

SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

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☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

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THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

Title of Type of Document Memo of Security Interest and Lien

Number of Pages 6 Date of Document May 20, 2009

Signer(s) Other Than Named Above _____