

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Seth PATINKIN	11/03/2004
RECEIVING PARTY DATA	
Name:	CUTTR, Inc.
Street Address:	420 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10170
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12482183
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	VERC-006 DIV
NAME OF SUBMITTER:	Carol W. Burton
Total Attachments: 5 source=217380011001Assignment1#page1.tif source=217380011001Assignment1#page2.tif source=217380011001Assignment1#page3.tif source=217380011001Assignment1#page4.tif source=217380011001Assignment1#page5.tif	

CH \$40.00 12482183

PATENT

500915282

REEL: 022982 FRAME: 0031

ASSIGNMENT

WHEREAS we, the undersigned inventors:

Seth Patinkin a citizen of the United States having a Post Office address of: 709 S. Anita, Bloomington, IN 47401.

hereinafter individually and jointly referred to as "ASSIGNORS" have invented **A METHOD, APPARATUS AND SYSTEM FOR CLUSTERING AND CLASSIFICATION** and for which we have executed United States Patent Application filed on or about November, 4, 2004 and;

WHEREAS Cutter Inc., a Delaware Corporation with an office at 420 Lexington Avenue, New York, New York 10170

hereinafter referred to as "ASSIGNEE" is desirous of acquiring the Patent Application and the invention(s) described therein;

NOW THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, we, the undersigned ASSIGNORS, individually and collectively hereby agree to sell, assign, transfer, and convey and by these presents do sell, assign, transfer, and convey unto the ASSIGNEE, its successors, and assigns, our entire right, title, and interest in and to:

the invention(s) described in the Patent Application for the territory of the United States and its possessions and territories and for the territory of all foreign countries worldwide;

the Patent Application and all related United States, international, and foreign patent applications that claim an invention disclosed in the patent application referenced above, including provisional, non-provisional, divisional, continuation, Patent Cooperation Treaty, and foreign national and regional phase patent applications, together with all rights of priority created by such patent applications under any international treaty or convention relating thereto; and

all United States and foreign patents that may be granted from any of the aforementioned patent applications, including any extensions, reissues, and reexamination certificates thereof;

and such invention(s), applications(s), and patent(s) to be held and enjoyed by the ASSIGNEE, for the ASSIGNEE's own use and benefit, and for that of the ASSIGNEE's successors and assigns, until the end of the full term or terms for which such patent(s) may be granted, as fully and entirely as the same would have been held by the ASSIGNORS had this sale, assignment, transfer, and conveyance not been made.

ASSIGNORS authorize the ASSIGNEE or the ASSIGNEE's representative to insert the application number and filing date of this application into this Assignment if they are unknown at the time this Assignment is executed.

Each of the ASSIGNORS agrees that, when requested, will, without charge to the ASSIGNEE but at his or her own expense, sign all papers, take all rightful oaths, make all rightful declarations, and do all acts which may be necessary, desirable, or convenient for securing and maintaining patents or other forms of protection for the invention(s) in any and all countries, and for vesting title thereto in the ASSIGNEE or its successors or assigns.

Each of the ASSIGNORS agrees to communicate to the ASSIGNEE or its representatives any facts known to the individual ASSIGNOR respecting the invention(s) and, when requested by the ASSIGNEE and at its expense, will testify in any legal proceedings, and generally do everything possible to aid the ASSIGNEE, its successors, assigns, and legal representatives, to obtain and enforce protection for the invention(s) in any and all countries.

ASSIGNORS agree that a copy of this Assignment shall be deemed a full, legal, and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose, and more particularly, in proof of the right of the ASSIGNEE, or its successors, assigns, and legal representatives to apply for patent or other protection for the invention(s), and to claim the benefits of the right of priority provided by any relevant international treaty or convention relating to any of the aforementioned patent applications.

Each of the ASSIGNORS covenants with the ASSIGNEE, its successors, assigns, and legal representatives, that to the best of the individual ASSIGNOR's knowledge, the right, title, and interest herein conveyed by the individual ASSIGNOR to the ASSIGNEE are free and clear of any encumbrance and that the individual ASSIGNOR has the right to sell, assign, transfer, and convey the same.

Signed

Seth Patinkin
Seth Patinkin

11-03-04
Date

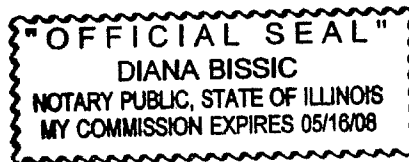
State of: IL

County of: COOK

This 3rd day of NOVEMBER, 2004, Seth Patinkin personally came before me, a Notary Public in and for the State and County aforesaid, known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his or her own free will for the purposes set forth therein and that he intends to be legally bound thereby.

Diana Bissic
Notary Public

My Commission Expires: 05/16/08



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Seth Patinkin Examiner: Unassigned

U.S. Serial No.: 10/983,258 Group Art Unit: 2142

Filed: November 4, 2004

For: METHOD, APPARATUS AND SYSTEM FOR CLUSTERING AND
CLASSIFICATION

DECLARATION OF MARK R. GRAHAM

I, Mark R. Graham, hereby declare the following:

1. That I am the Chairman of the Board of Directors of CUTTR, Inc. and have authority to act on behalf of CUTTR, Inc.;
2. That an assignment of the above-identified patent application from Seth Patinkin to "Cutter, Inc." was recorded by the Assignment Division of the U.S. Patent and Trademark Office on November 4, 2004, at Reel 015970, Frame 0844;
3. That due to a misspelling error, the name of the assignee in the recorded assignment document was misspelled "Cutter, Inc." when, in fact, the correct spelling is "CUTTR, Inc.";
4. That the assignor is not available to correct the original document or execute a new document; and
5. That, on behalf of the assignee, CUTTR, Inc., I hereby request correction of the recorded assignment document to name CUTTR, Inc. as the assignee of the above-identified patent application.
6. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements

and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this patent application or any patent issuing thereon.

Date: 12/22/05



Mark R. Graham

CUTTR, Inc.
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