

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gitika Srivastava	05/31/2001
RECEIVING PARTY DATA	
Name:	Skyris, Inc.
Street Address:	20969 Ventura Boulevard
Internal Address:	Suite 215
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91364
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12104289
CORRESPONDENCE DATA	
Fax Number:	(503)295-6679
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(503) 224-6655
Email:	mandi@khpatent.com
Correspondent Name:	David P. Cooper c/o Kolisch Hartwell, PC
Address Line 1:	520 S.W. Yamhill Street
Address Line 2:	Suite 200
Address Line 4:	Portland, OREGON 97204
ATTORNEY DOCKET NUMBER:	SGB 304CON3
NAME OF SUBMITTER:	David P. Cooper

Total Attachments: 3

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of May 31st, 2001, is by and between Gitika Srivastava (the "Assignor") and Skyris, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor wishes to contribute to the capital of the Assignee certain intellectual property rights of the Assignor, all as more fully set forth herein; and

WHEREAS, the Assignee wishes to acquire such intellectual property rights and is willing to assume and perform any and all liabilities of the Assignor related thereto, all as more fully set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assigned Assets. The Assignor hereby contributes, assigns, transfers and conveys to the Assignee any and all right, title and interest he/she may have (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to any Inventions, Works and Work Product (as defined below) related to the development and commercialization of peer to peer technology and applications thereof, all know-how and other confidential or proprietary information relating thereto, and all trademarks, service marks, trade names, domain names and other source identifiers associated with the foregoing (collectively, the "Assigned Assets"). As used herein, (i) "Inventions" means all ideas, inventions, discoveries and improvements thereof, whether patentable or not, (ii) "Works" means all copyrightable works of authorship, including without limitation computer software, books, manuals and derivative versions thereof, and (iii) "Work Product" means all work product resulting from the personal efforts of the Assignor, independently or with others, including but not limited to all business plans, marketing and sales plans, customer and supplier lists, computer programs, files, renderings, sketches, schematics, photographs, notes, drawings, and all material created as part of the Work Product or as part of the process of creating the Work Product.

2. Acceptance of Assignment; Assumption of Obligations. The Assignee hereby accepts the assignment to it of the Assigned Assets, and assumes for itself, its successors and assigns any and all debts, liabilities, obligations and commitments of the Assignor related to the Assigned Assets.

3. Further Acts. Each of the Assignor and Assignee agrees to execute and deliver to the other party, if the other party so requests, such further instruments, documents and agreements as may be reasonably necessary or appropriate to complete or further evidence either the foregoing assignment or the foregoing assumption.

4. Miscellaneous.

4.1 If any provision of this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability in every other respect of such provision and of the remaining provisions shall not in any way be affected or impaired thereby. If a court determines that any provision herein is invalid, illegal or unenforceable, for any reason, such provision shall be deemed amended to the extent necessary to comply with such determination, and such provision, as so amended, shall be valid and binding as though the invalid, illegal or unenforceable portion had not been included herein.

4.2 The Assignor recognizes that irreparable injury, which could not be adequately compensated by money damages, may result to the Assignee if the Assignor breaches the promises the Assignor has made in this Agreement, and that the Assignee's issuance of shares of stock in the Assignee to Assignor is based on those promises. The Assignor therefore agrees that in the event of the Assignor's breach or threatened breach of any of those promises, the Assignee shall be entitled to injunctive or other equitable relief restraining such breach or threatened breach, without having to prove (beyond entering this Agreement into evidence) either the fact of irreparable injury or the inadequacy of money damages. Such relief shall be without prejudice to any other remedy to which the Assignee may be entitled.

4.3 This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and legal representatives, may be amended only in writing, and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

THE ASSIGNOR UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT AFFECTS SIGNIFICANT LEGAL RIGHTS. THE ASSIGNOR HAS READ AND FULLY UNDERSTANDS EACH PROVISION OF THIS AGREEMENT. THE ASSIGNOR HAS HAD THE OPPORTUNITY TO CONSULT, TO THE EXTENT DESIRED, WITH AN ATTORNEY OF THE ASSIGNOR'S OWN CHOOSING.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

ASSIGNEE:

Gitika Srivastava
Gitika Srivastava

Skyris, Inc.

By: Gitika Srivastava
Name: GITIKA SRIVASTAVA
Title: PRESIDENT

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