

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRCD Corporation	02/28/2008
RECEIVING PARTY DATA	
Name:	Cognition Technologies, Inc.
Street Address:	6133 Bristol Parkway
Internal Address:	Suite 350
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90230
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5794050
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9497600404
Email:	efiling@kmob.com
Correspondent Name:	Andrew H. Simpson, Knobbe, Martens
Address Line 1:	2040 Main Street
Address Line 2:	14th Floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	COGT.001GEN
NAME OF SUBMITTER:	Andrew H. Simpson
<p>Total Attachments: 4</p> <p>source=COGNITION_ASSIGNMENT#page1.tif</p> <p>source=COGNITION_ASSIGNMENT#page2.tif</p>	

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT (this "*Assignment*"), dated as of the 28 of January 2008, but effective as of September 13, 2007 (the "*Effective Date*"), is made by FRCD Corporation, a California corporation having its principal place of business at 2811 Wilshire Boulevard, Suite 510, Santa Monica, CA 90403 ("*Assignor*"), in favor of Cognition Technologies, Inc., a Delaware corporation having its principal place of business at 6133 Bristol Parkway, Suite 350, Culver City, CA 90230 ("*Assignee*").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the United States patent set forth on Schedule A attached hereto (the "*Patent*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Patent, for the United States and for all foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, new or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patent.

(Signatures on Following Page)

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR

FRCD Corporation

By:

Name:

Title:

By:

Name:

Title:

James Dahlgren
James Dahlgren
Pres.

Kathleen Dahlgren
Kathleen Dahlgren
Say - Treas

STATE OF CALIFORNIA

COUNTY OF Los Angeles) SS.

On this 25TH day of FEBRUARY 2008, there appeared before me KATHLEEN DATHLOREN personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of F.R.C.D. Corp.

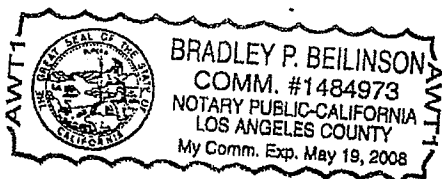
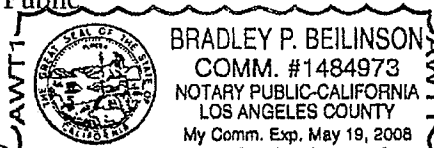
Bradley P. Beilinson

Notary Public

STATE OF CALIFORNIA

COUNTY OF Los Angeles) SS.

On this 25TH day of FEBRUARY 2008, there appeared before me JAMES DATHLOREN personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of F.R.C.D. Corp.



Bradley P. Beilinson

Notary Public

**SCHEDULE A
TO
ASSIGNMENT OF PATENTS
(Dated January __, 2008 but effective as of September 13, 2007)**

United States Patents

	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
1.	5,794,050	August 11, 1998	Natural Language Understanding System