

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rani Yadav-Ranjan	09/18/2007
RECEIVING PARTY DATA	
Name:	Navigator Technology, Inc.
Street Address:	48371 Fremont Boulevard
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	61176988
Application Number:	61172938
Application Number:	12777986
Application Number:	12768596
Application Number:	12576147
Application Number:	10623352
Patent Number:	7603311
Application Number:	60170829
Application Number:	60167938
Application Number:	60174123
Application Number:	60174124
Application Number:	60199910
CORRESPONDENCE DATA	
Fax Number:	(650)833-2001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

CH \$480.00 61176988

501245773

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ATTORNEY DOCKET NUMBER:

361916-000001

NAME OF SUBMITTER:

Timothy W. Lohse

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of September 18, 2007 (the "Effective Date") by and between Rani Yadav-Ranjan ("Founder"); and Construction Navigator Inc., a Delaware corporation with offices at 777 North 1st Street, Suite 615, San Jose, CA 95112 (the "Company").

WHEREAS, Founder is a founder of the Company; and

WHEREAS, certain investors are investing in the Company's Series A Preferred Stock financing (the "Financing");

WHEREAS, in order to induce such investors to invest in the Financing and in order to increase the value of Founder's equity holdings in the Company, Founder desires to transfer and assign all right, title and interest in and to the Technology, Intellectual Property and Registered Intellectual Property (each as defined below) to the Company; and

WHEREAS, it is a condition to the closing of the Financing that Founder transfers and assign all right and title and interest in and to the Technology, Intellectual Property and Registered Intellectual Property to the Company;

NOW THEREFORE, for good and valuable consideration, the value of which both parties acknowledge is sufficient, the parties hereto agree as follows:

1. DEFINITIONS

1.1 "Intellectual Property" means any or all of the following relating to the Technology and all worldwide common law and statutory rights in, arising out of, or associated therewith: (a) United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof ("Patents"); (b) rights in inventions (whether patentable or not), improvements, trade secrets, proprietary information, know how, and any rights in technology, invention disclosures, technical data and customer lists, and all documentation relating to any of the foregoing; (c) copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world; (d) domain names, uniform resource locators, other names and locators associated with the Internet, and applications or registrations therefor; (e) industrial designs and any registrations and applications therefor; (f) trade names, logos, common law trademarks and service marks, trademark and service mark registrations, related goodwill and applications therefor throughout the world ("Trademarks"); (g) all moral and economic rights of authors and inventors, however denominated; and (h) any similar or equivalent rights to any of the foregoing.

1.2 "Registered Intellectual Property" means all of the following relating to the Technology: (a) United States, international and foreign registered Trademarks, applications to register Trademarks, including intent-to-use applications, or other registrations or applications related to Trademarks; (b) United States, international and foreign copyrights registrations and applications to register copyrights; (c) United States, international and foreign domain name registration; and (d) any other United States, international and foreign Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any private, state, government or other public or quasi-public legal authority at any time.

1.3 "**Technology**" means all inventions, products, technology, designs, software, methods, works of authorship, processes, drawings, illustrations, writings, information, ideas and concepts described on **Schedule A**.

2. ASSIGNMENT

2.1 **General.** Founder hereby transfers and assigns to the Company all right, title and interest in and to the Technology, Intellectual Property and Registered Intellectual Property. To the extent the Intellectual Property and Registered Intellectual Property includes Trademarks, the foregoing assignment includes all goodwill appurtenant thereto. The foregoing assignment also includes all of Founder's right, title and interest in and to any and all causes of action and rights of recovery for past infringement, or misappropriation of the Intellectual Property and the right to seek Patents claiming the Technology.

2.2 **Further Assurances.** Upon request by the Company at any time, and at the Company's cost and expense, Founder shall execute all documents and instruments and do all other things deemed necessary or useful by the Company in establishing, perfecting, protecting, prosecuting, defending and enforcing the Company's proprietary right, title and interest in the Intellectual Property, at the Company's expense.

2.3 **Attorney in Fact.** Where the Company is unable because of Founder's unavailability, mental or physical incapacity, or for any other reason, to secure Founder's signature to apply for or to pursue any application for any United States or foreign patents or mask work or copyright registrations covering the Intellectual Property or Technology, then Founder hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Founder's agent and attorney in fact, to act for and in Founder's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations thereon with the same legal force and effect as if executed by Founder.

2.4 **Delivery and Technology Transfer.** Founder shall, on the Effective Date, deliver to Company the Technology and all copies of any Intellectual Property in Founder's possession, including without limitation any documents relating to Registered Intellectual Property relating to or claiming the Technology.

3. **CONSIDERATION.** As consideration for the assignment of the Technology, Registered Intellectual Property and Intellectual Property by Founder to Company and delivery of the Technology required herein, the Company may acquire funding from investors in the Financing and Founder may potentially realize an increase in the value of her equity holdings in the Company. Both parties mutually acknowledge and agree that this is sufficient consideration for the assignment granted herein.

4. **REPRESENTATIONS AND WARRANTIES BY FOUNDER.** Founder represents and warrants to the Company:

4.1 **Registered Intellectual Property.** **Schedule B** lists all Registered Intellectual Property owned by, or filed in the name of, Founder. **Schedule B** lists all Registered Intellectual Property that is transferred to the Company by Founder, pursuant to this Agreement.

4.2 **No Infringement.** To the best of Founder's knowledge, the use, reproduction, modification, manufacturing, distribution, licensing, sublicensing, sale, offering for sale, import or any other exploitation of the Intellectual Property or Technology does not, and will not, infringe or misappropriate the intellectual property of any third party.

4.3 No Outstanding Orders. To the best of Founder's knowledge, no Intellectual Property including the Registered Intellectual Property is subject to any proceeding or outstanding decree, order, judgment, agreement or stipulation that restricts in any manner the use, transfer or licensing thereof or may affect the validity, use or enforceability of such Intellectual Property.

4.4 No Invalidity. Founder has no knowledge of any fact or circumstance that would render any portion of the Intellectual Property invalid or unenforceable. Without limiting the above, Founder knows of no information, materials or facts that would render any of Registered Intellectual Property invalid or unenforceable, or would adversely effect any pending application for any Registered Intellectual Property.

4.5 No Licenses. Founder has not entered into any written or oral license agreements, as of the Effective Date, relating to the Intellectual Property, Registered Intellectual Property, Pre-Existing Technology or the Technology.

4.6 Ownership. Except to the extent already transferred by Founder to the Company prior to the Effective Date, (a) Founder owns and has good and exclusive title to, all the Technology and Intellectual Property (including all Registered Intellectual Property) free and clear of any lien or encumbrance as of the Effective Date and (b) Founder owns all the Intellectual Property embodied in or claiming the Technology as of the Effective Date. All Intellectual Property embodied in the Technology was developed solely by Founder or in cooperation with other the Company employees.

4.7 No Third-Party Infringement. To the knowledge of Founder, no person has infringed or misappropriated, or is infringing or misappropriating, any of the Intellectual Property.

4.8 Trade Secret Protection. Founder has taken reasonable steps to protect the trade secret rights related to the Technology.

5. GENERAL PROVISIONS. This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. In the event that any provision of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. This Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles. The parties consent to the personal and exclusive jurisdiction of courts located in California. Founder may not assign this Agreement (by operation of law or otherwise) without the prior written consent of the Company, and any prohibited assignment will be null and void. This Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and assigns. The Company may assign this Agreement in connection with a corporate name-change, reorganization, reincorporation, recapitalization or other corporate transaction that does not effect a change in control of the Company without the consent of Founder. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

RANI YADAV-RANJAN

By: 

Name: Rani Yadav-Ranjan

Title: _____

CONSTRUCTION NAVIGATOR INC.

By: 

Name: Rani Yadav-Ranjan

Title: _____

SCHEDULE B

REGISTERED INTELLECTUAL PROPERTY

1. Patent Application 09/721,728

Title: Process and Device for Conduction Electronic Transaction

Filed: Nov 25, 2000

2. Patent Application 10/623,352

Title: System and method of contractor risk assessment scoring system (CRASS) using the internet, and computer software

Filed: July 17, 2003

3. Provisional:

Title: System and method for managing Construction Contractor data elements in a database.

Filed:

4. Provisional

Title: Method and system for building a Database by collecting and parsing data stream via the Internet

Filed:

5. Provisional 60/170,829

Title: System and process of conduction transactions associated with parking tickets or parking citations using the Internet and e-commerce.

Filed: 12/12/1999

6. Provisional 60/167,938

Title: System and process of conducting transactions associated with traffic tickets or citations using the Internet and e-commerce.

Filed: 12/30/1999

7. Provisional 60/174,123

Title: System an process of conducting transactions associated with Emergency vehicles or Police Administrative Citation using the Internet and e-commerce.

Filed: 12/30/1999

8. Provisional 60/174,124

Title: System and process of conducting transactions associated with Court Tickets, Court Warrants or Court Citations sing the Internet and E-commerce.

Filed: 12/30/1999

9. Provisional 60/199,910

Title: A system and process of conducting transactions associated with Utilities (Water and/or Garbage) using the Internet and E-Commerce.

Filed: 4/26/2000