

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Invixa, L.L.C.	03/18/2010
RECEIVING PARTY DATA	
Name:	3Tera, Inc.
Street Address:	One CA Plaza
City:	Islandia
State/Country:	NEW YORK
Postal Code:	11749
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11992093
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	063170.9490
NAME OF SUBMITTER:	Karen Langford
Total Attachments: 2 source=9490asg#page1.tif source=9490asg#page2.tif	

CH \$40.00 11992093

BILL OF SALE

THIS BILL OF SALE is made and delivered as of March 24, 2010 ("Effective Date"), pursuant to the Option Agreement to Acquire Assets between the parties effective as of February 16, 2010.

Invixa, LLC ("Assignor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby sells, assigns, transfers and conveys unto 3Tera, Inc. ("Assignee"), its successors and assigns, free and clear of any liens, claims or encumbrances of any nature whatsoever, Invixa's entire right, title and interest in, to and under each of the following items (1 through 9 below), including all Intellectual Property Rights associated therewith (together, the "Assets"):

REDACTED

5. The following patent applications (including the right to claim priority):

ATTY DKT	CNTRY	TYPE	SERIAL NO	FILING DATE	PUBLNO	TITLE	PRIORITY	STATUS
TERA-3P	US	PRV	60/717,387	9/15/2005	N/A	APPARATUS, METHOD AND SYSTEM FOR BUILDING SOFTWARE BY COMPOSITION	N/A	EXPIRED
TERA-SWO	WO	UTL	PCT/US2006/036131	9/16/2006	WO 2007/036545	APPARATUS, METHOD AND SYSTEM FOR BUILDING SOFTWARE BY COMPOSITION	60/717,387	NAT PHASE
TERA-3EP	EP	UTL	06803716.7	9/16/2006	EP1834782	APPARATUS, METHOD AND SYSTEM FOR BUILDING SOFTWARE BY COMPOSITION	60/717,387 PCT/US2006/036131	Application deemed to be withdrawn as of 12 Nov 09
TERA-3US	US	UTL	11/992,093	03/13/2008	US 2009-0125879 A1	APPARATUS, METHOD AND SYSTEM FOR BUILDING SOFTWARE BY COMPOSITION	PCT/US2006/036131	PUBLISHED Assignment Recordation filed from Inventors to Invixa, LLC on 2/12/10 (awaiting recordation information)

including any reexaminations, registrations, renewals, extensions and continuing applications thereof, continued prosecution applications, patents of addition, divisions, substitutions, extensions and continuation-in-part applications and the right to file same (only to the extent, however, with respect to continuations-in-part and patents of additions, that claims in the continuation-in-part or patents of

additions applications are entitled to the priority filing date of the parent application), any patents issuing on said applications or continuing applications including reissues, and any corresponding foreign patents or applications (together: the "Applications").

6. any and all improvements and inventions disclosed in, applications based upon, and patents granted upon any of the Applications,
7. any modification, derivative work or improvement to any of the foregoing,
8. collect past damages without any accounting or other obligation owed to Invixa, and
9. all other Intellectual Property Rights of Invixa existing on the Effective Date.

"Intellectual Property Rights" means all present and future intellectual property rights of any kind and in any jurisdiction, including any and all rights under patents, copyrights, trademarks, and trade secrets, ideas and conceptions of potentially patentable subject matter whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications, trademarks (as well as service marks, trade dress, or other distinguishing guises and indicia) used by Assignee or Assignor as of the Effective Date in connection with the products and services described herein along with the goodwill associated therewith, applications to and registrations from governmental entities for any of the foregoing, moral rights, know how, source code, algorithms, confidential information and equivalent rights and all other intellectual property rights throughout the world. "Including" means "including but not limited to."

Assignor: (i) authorizes and requests the Commissioner of Patents to issue any and all United States patents resulting from any Application to Assignee or Assignee's successors and assigns; (ii) agrees to execute all papers and documents and, at the Assignee's expense, perform any acts which are reasonably requested in connection with the prosecution of any Application, and/or the enforcement of patents resulting from Applications; and (iii) agrees that this Bill of Sale and the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives. "Application" means any of the patent applications listed in this Bill of Sale, including any reexaminations, registrations, renewals, extensions and continuing applications thereof, continued prosecution applications, patents of addition, divisions, substitutions, extensions and continuation-in-part applications, and any corresponding foreign applications.

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns, to and for its or their use forever.

Assignor hereby appoints Assignee and each of its successors and assigns as Assignor's true and lawful attorney, with full power of substitution, in the name of Assignor, Assignee or any other person or entity, but on behalf of and for the benefit of Assignee and its successors and assigns, to undertake any reasonable act to more effectively transfer, convey and assign the Assets to Assignee and its successors and assigns. Assignor acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and will not be revocable in any manner or for any reason.

IN WITNESS WHEREOF, Assignor has caused this Bill of Sale to be signed by its duly authorized Managing Members as of the date first written above.

INVIXA, LLC

By: 
Name: Peter Nickolov
Title: Managing Member

3/18/2010

INVIXA, LLC

By: 
Name: Krasimira Nikolova
Title: Managing Member

03-18-2010