

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| James E. Malackowski | 06/29/2006 |
| RECEIVING PARTY DATA | |
| Name: | Ocean Tomo, LLC |
| Street Address: | 200 W. Madison St., 37th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12953814 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)832-4700 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 312-832-4500 |
| Email: | scunningham@foley.com |
| Correspondent Name: | Scott R. Kaspar - Foley & Lardner LLP |
| Address Line 1: | 321 N. Clark St., Ste. 2800 |
| Address Line 4: | Chicago, ILLINOIS 60654 |
| ATTORNEY DOCKET NUMBER: | 090068-0112 |
| NAME OF SUBMITTER: | Scott R. Kapsar |
| Total Attachments: 2 source=Malackowski to Ocean Tomo#page1.tif source=Malackowski to Ocean Tomo#page2.tif | |

OP \$40.00 12953814

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ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made and entered into by and among **James E. Malackowski** ("Assignor") and **Ocean Tomo, LLC**, a limited liability company organized under the laws of the State of Illinois, located and doing business at 200 W. Madison St., 37th Floor, Chicago, IL 60606 (the "Assignee").

WHEREAS Assignor desires to assign to Assignee his or her entire right, title and interest in and to the Invention (as defined below).

NOW THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. Invention Defined. As used in the Assignment "Invention" shall mean all inventions disclosed, described, and/or claimed in U.S. Provisional Patent Application No. **60/672,324**, entitled **Intellectual Property Trading Exchange**, filed on **April 18, 2005** and any non-provisional application which claims the benefit of Application No. **60/672,324** (including **Application No. 11/405,166, filed April 17, 2006**) and/or includes any of the inventions disclosed, described, and/or claimed in Application No. **60/672,324**.

2. Assignment. Assignor hereby sells, assigns and transfers to Assignee his or her entire right, title, and interest in and to the Invention, including, without limitation: (a) the right to apply for additional patents in the United States of America and in all foreign countries for said Invention; (b) all applications for patents for said Invention in all countries, now filed or to be filed, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said Invention; (c) all patents which may issue on said Invention in the United States and foreign countries, and any and all reissues, extensions, divisions, renewals, substitutes, continuations or continuations-in-part of patents granted for said Invention, for the full term or terms for which the patents may be issued; and (d) every priority right that is or may be predicated upon or arise from said Invention under any applicable international or bilateral treaty, agreement or convention.

3. Assignee Acceptance of Assignment. Assignee hereby acknowledges and accepts said such right, title, and interest in said Invention.

4. Further Assurances. Assignor hereby covenants that such Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Invention, and do all lawful acts requisite for enforcing rights thereunder, and shall not enter into any agreement in conflict with this Assignment. Assignor hereby covenants to communicate to Assignee any facts known concerning the Invention.

5. Acknowledgement. Assignor acknowledges that Assignee shall have the right to make application for and to receive Letters Patent for the Invention in any country throughout the world, and to receive Letters Patent in its name covering the Invention.

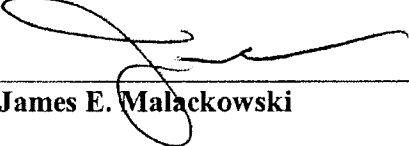
6. Representations and Warranties. Assignor represents and warrants that he or she (i) has full power and authority to enter into this Assignment, (ii) this Assignment has been duly authorized, executed and delivered by such Assignor and constitutes the legal, valid and binding obligation of such Assignor, enforceable against him or her in accordance with its terms hereof, (iii) has not previously assigned any right or interest in the Invention to any third party, (iv) is under no obligation to assign any right or interest in the Invention to any third party, and (v) entry into this Assignment does not breach any agreement between such Assignor and any third party.

7. Successors. This Assignment shall be binding upon and inure to the benefit of the parties thereto and to their respective successors and assigns.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

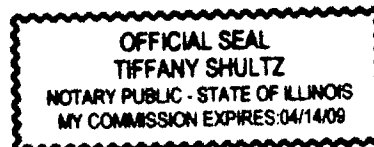
9. Choice of law. This Assignment shall be governed by, and construed in accordance with, the internal law of the State of Illinois, without reference to its choice of law principles.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date written below.



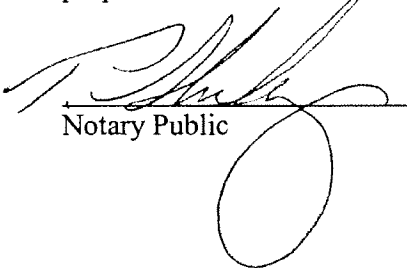
James E. Malackowski

Residence 330 W. Wellington Ave.
Chicago, IL 60657



State of Illinois)
County of Cook) ss:

Before me this 29th day of June 2006, personally appeared **James E. Malackowski** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.



Notary Public