

PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Judicial Release of Liens |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Transmerica Business Credit Corporation | 05/03/2002 |
| RECEIVING PARTY DATA | |
| Name: | Micropatent, LLC |
| Street Address: | 250 Dodge Avenue |
| City: | East Haven |
| State/Country: | CONNECTICUT |
| Postal Code: | 06512 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Application Number: | 11513360 |
| Application Number: | 11513420 |
| Application Number: | 11491486 |
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| NAME OF SUBMITTER: | Jason D. Eisenberg |
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| Patent No. | Title | Patent Date | Appin No. | Appin Date |
|------------|--|---------------|------------|---------------|
| 5,623,681 | Method and apparatus for synchronizing, displaying and manipulating text and image documents | Apr. 22, 1997 | 08/155,752 | Nov. 19, 1993 |
| 5,845,301 | System, method, and computer program product for displaying and processing notes containing note segments linked to portions of documents | Dec. 01, 1998 | 08/647,230 | May. 09, 1996 |
| 5,981,780 | Computer based system, method, and computer program product for selectively displaying patent text and images | Nov. 23, 1999 | 09/054,537 | Apr. 03, 1998 |
| 5,696,963 | System, method and computer program product for searching through an individual document and a group of documents | Dec. 09, 1997 | 08/422,628 | Apr. 14, 1995 |
| 5,623,679 | System and method for creating and manipulating notes each containing multiple sub-notes, and linking the sub-notes to portions of data objects | Apr. 22, 1997 | 08/423,676 | Apr. 18, 1995 |
| 5,808,079 | System, method, and computer program product for using intelligent notes to organize, link, and manipulate disparate data objects | Sep. 08, 1998 | 09/632,801 | Apr. 17, 1996 |
| 5,389,434 | System, method, and computer program product for creating subnotes linked to portions of data objects after entering an annotation mode | May. 14, 2002 | 09/057,557 | Apr. 09, 1998 |
| 5,848,408 | System, method and computer program product for maintaining group hits tables and document index tables for the purpose of searching through individual documents and groups of documents | Dec. 08, 1998 | 08/805,727 | Aug. 04, 1997 |
| 5,799,325 | System, method, and computer program product for generating equivalent text files | Aug. 25, 1998 | 08/662,377 | Jun. 12, 1996 |
| 5,809,318 | System, method, and computer program product for manipulating notes and subnotes linked to portions of documents (formerly Method and apparatus for synchronizing, displaying and manipulating text and image documents) | Sep. 15, 1998 | 08/832,971 | Apr. 04, 1997 |
| 5,950,214 | System, method, and computer program product for accessing a note database having subnote information for the purpose of manipulating subnotes linked to portions of documents | Sep. 07, 1999 | 09/055,275 | Apr. 10, 1998 |
| 5,754,840 | System, method, and computer program product for developing and maintaining documents which includes analyzing a patent application with regards to the specification and claims | May. 19, 1998 | 08/590,082 | Jan. 23, 1996 |
| 5,991,751 | System, method, and computer program product for patent-centric and group-oriented data processing | Nov. 23, 1999 | 08/657,392 | Jun. 02, 1997 |
| 6,339,767 | Using hyperbolic trees to visualize data generated by patent-centric and group-oriented data processing | Jan. 15, 2002 | 08/921,369 | Aug. 29, 1997 |
| 6,499,026 | Using hyperbolic trees to visualize data generated by patent-centric and group-oriented data processing | Dec. 24, 2002 | 09/663,393 | Sep. 15, 2000 |
| D.472,901 | Display screen displaying a document list and a document record having text and graphics | Apr. 08, 2003 | 29/112,613 | Oct. 18, 1999 |

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| Patent Application Number | Filing Date | Title |
|---------------------------|---------------|---|
| 09/545,564 | Apr. 07, 2000 | Patent-related tools and methodology for use in research and development projects |
| 09/455,528 | Dec. 7, 1999 | System, method, and computer program product for mediating notes and note sub-notes linked or otherwise associated with stored or networked web pages |
| 09/560,889 | Apr. 28, 2000 | Patent-related tools and methodology for use in the merger and acquisition process |
| 09/560,619 | Apr. 28, 2000 | Patent-related tools and methodology for use in the general management of a business |
| 09/663,393 | Sep. 15, 2000 | Using hyperbolic trees to visualize data generated by patent centric and group oriented data processing |
| 09/691,076 | Oct. 18, 2000 | Enhanced human computer user interface system for searching and browsing documents |
| 09/691,091 | Oct. 18, 2000 | Method for queued overlap transfer of files |
| 09/790,897 | Feb. 23, 2001 | Patent-related tools and methodology for use in the merger and acquisition process |
| 09/545,608 | Apr. 7, 2000 | Intellectual Asset Property Protocol for Defining Data Exchange Rules and Formats for Universal Intellectual Asset Documents and Systems, Methods, and Computer Programs Products Related to Same |
| 09/848,437 | May. 04, 2001 | System, method and computer program product for knowledge management |

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MAY - 3 2002

CLERK
United States Bankruptcy Court
San Jose, California

Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: Case No.: 02-50646-WSJ
AURIGEN SYSTEMS, INC., a Chapter 11
California corporation, Date: May 3, 2002
Debtor. Time: 9:00 A.M.
Judge: A.S. Weissbrodt

ORDER (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE
DEBTOR AND MICROPATENT LLC; (ii) AUTHORIZING THE DEBTOR'S SALE
OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR OF ALL LIENS,
CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C.
§§363(b), (f), (m) AND 114(c); AND (iii) AUTHORIZING PURSUANT
TO 11 U.S.C. §365 THE ASSUMPTION AND ASSIGNMENT BY THE DEBTOR
OF VARIOUS EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN
CONNECTION THEREWITH

The Motion of Debtor for (1) Sale of Substantially All
Assets of Debtor, (2) Sale Free and Clear of Liens, and (3)
Assumption and Assignment of Certain Executory Contracts and
Unexpired Leases ("Motion"), and Auction held in conjunction
with the Motion, came on for hearing on May 3, 2002 at 9:00
A.M. before The Honorable Arthur S. Weissbrodt, United States

ORDER (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
LLC; (ii) AUTHORIZING THE DEBTOR'S SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR
OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C.
§§363(b), (f), (m) AND 114(c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND
UNEXPIRED LEASES IN CONNECTION THEREWITH

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1 Bankruptcy Judge. Mr. C. Lewis, Esq., appeared on behalf
2 of Debtor, with other appearances as noted in the record.

3 Debtor's Motion requests authorization to (i) sell
4 substantially all assets (the "Purchased Assets") of Debtor as
5 identified in an Asset Purchase Agreement, dated as of May 3,
6 2002, attached hereto as Exhibit "1" (the "Sale Agreement") to
7 MicroPatent LLC ("Buyer"); and (ii) assume and assign certain
8 executory contracts and unexpired leases on the terms and
9 conditions set forth in the Sale Agreement (the "Sale"); and
10 the Court having considered the papers submitted in support of
11 the Motion, and objections having been filed by (a) Rembrandt
12 Licensing Group Limited ("Rembrandt"); (b) Phoenix Leasing
13 Incorporated ("Phoenix"); (c) Lighthouse Capital Partners II
14 LP ("Lighthouse"); (d) Reuters Greenhouse Fund LP ("Reuters");
15 (e) BTG International, Inc. ("BTG") and (f) Clear Forest Corp.
16 ("Clear Forest") (collectively referred to as the
17 "Objections"); and the Court having heard and considered the
18 Motion and the evidence and arguments presented at the
19 hearing; and the Court having found that Buyer is a good-faith
20 purchaser, and that the amount to be received by the estate in
21 accordance with the Buyer's offer represents good and
22 sufficient value; and no higher and better offers having been
23 received by the Debtor; and the procedures for the conduct of

24 ORDER: (1) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
25 LLC; (ii) AUTHORIZING THE DEBTOR'S SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR
26 OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C.
§§363(b), (2), (m) AND 114(c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §363 AND
ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND
UNEXPIRED LEASES IN CONNECTION THEREWITH

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1 the sale set forth in the Court's order shortening time and
2 fixing date, time and place of hearing, etc. (the "Bid
3 Procedures Order") made and entered on April 11, 2002, having
4 been complied with; and adequate and proper notice of the
5 assumption and assignment of the executory contracts and
6 unexpired leases subject to the Sale including cure amounts
7 having been given to the counter-parties thereto; and an
8 auction (the "Auction") for the Purchased Assets having been
9 held on May 3, 2002; and for the reasons set forth on the
10 record on May 3, 2002; and sufficient cause appearing
11 therefor,

12
13 IT IS HEREBY FOUND AND CONCLUDED, pursuant to Bankruptcy
14 Rules 7052 and 9014, that:

15 A. On February 1, 2002, an involuntary petition for
16 relief under Chapter 11 of title 11 of the United States Code
17 (the "Bankruptcy Code") was filed against the Debtor. An
18 Order for relief was signed on February 12, 2002.

19 B. On February 27, 2002, the United States Trustee for
20 the Northern District of California (the "US Trustee")
21 appointed an official committee of unsecured creditors (the
22 "Creditors' Committee") in this case.

23 C. After the Debtor determined that a sale of all or
24 substantially all of its assets (the "Assets") was its best
25

26 ORDER (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
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OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C.
§363(b), (f), (m) AND (c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND
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1 financial negotiations, the Debtor and the Creditors' Committee
2 began negotiating with competing buyers for the sale of the
3 Assets including, among others, Institute for Scientific
4 Information, Inc. ("ISI") and Reuters' Greenhouse Fund L.P.
5 ("Reuters").

6
7 D. The Debtor accepted ISI's bid for the Assets. At a
8 hearing held before this Court on April 11, 2002 (the "Bid
9 Procedures Hearing"), Reuters agreed to acquire the Assets on
10 the same economic terms as ISI. In addition, Reuters agreed
11 to waive all conditions and contingencies contained in the ISI
12 bid and committed to fund the Debtor's operations on an
13 unsecured basis through May 3, 2002. It was determined that
14 the Reuters offer was at that time the best offer for the
15 Assets, and consequently was approved as the "stalking horse"
16 bid without any requirement for the payment of a break-up fee.

17
18 E. This Court has jurisdiction over this matter
19 pursuant to section 157 and 1334 of title 28 of the Bankruptcy
20 Code. This is a core proceeding pursuant to section 157(b)(2)
21 of the Bankruptcy Code. Venue of this case in this district
22 is proper pursuant to section 1408 of the Bankruptcy Code..

23
24 F. Creditors, parties-in-interest and other entities
25 have been afforded a reasonable opportunity to bid for the
26

ORDER (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
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§§363(b), (f), (g) AND 114(c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND
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1 Purchased Assets, under the procedures set forth in the Bid
2 Procedures Order, including at the Auction.

3 G. The Buyer submitted the highest and otherwise best
4 offer for the Assets at the Auction.

5 H. In accordance with the provisions of the Bid
6 Procedures Order, the Buyer has in conjunction with the
7 submission of its Competing Bid provided the Debtor with a
8 \$500,000 cash deposit, which deposit currently is being held
9 in the William C. Lewis Attorney Trust Account for Aurigin
10 Systems, Inc. at Comerica Bank - California. Such deposit
11 will be increased to \$2,000,000 two (2) business days after
12 entry of this Order.
13

14 The approval of the Sale Agreement and consummation of
15 the transactions contemplated thereby are in the best interest
16 of the Debtor, its estate and its creditors. The Debtor's
17 determination to enter into the Sale agreement is within the
18 Debtor's reasonable business judgment.
19

20 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

21 1. The Sale Motion is granted in all respects, all
22 objections to the Sale Motion and entry of this Order are
23 overruled or have been withdrawn, and all persons and entities
24 given notice of the Sale Motion that failed to timely object
25 thereto are deemed to consent to the relief sought therein
26

ORDER (1) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROBENT
LLC; (11) AUTHORIZING THE DEBTOR'S SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR
OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C.
§§363(b), (f), (g) AND 114(c); AND (11) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND
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including without limitation all non-debtor parties to executory contracts and unexpired leases proposed to be assumed and assigned pursuant to the Sale Motion.

2. The Sale Agreement and the transactions contemplated thereby are hereby approved in all respects except as modified by this Order.

3. The Objections are resolved as follows:

a. Phoenix Leasing Incorporated ("Phoenix"):

Debtor is authorized to sell assets to Buyer secured by a lien of Phoenix, free and clear of such lien. Debtor shall deposit \$522,000 from proceeds of sale hereunder in an interest bearing account for the benefit of Phoenix, and shall advise Phoenix of the location and account number of such account within five (5) days after closing, with the lien of Phoenix to attach to such proceeds, and Debtor shall hold such funds pending determination of the value of its allowed secured claim.

b. Rembrandt Licensing Group Limited: Assets

being sold to Buyer hereunder shall not include any causes of action Debtor may have against any current or former officers, directors or shareholders of Debtor.

c. Lighthouse Capital Partners II LP

("Lighthouse"): Buyer shall pay \$60,000 to Lighthouse in full

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1 payment for purchase of such assets from Lighthouse and is
2 satisfaction of all claims of Lighthouse at closing and Debtor
3 is authorized to transfer title to all assets previously
4 leased from Lighthouse to the Buyer. Lighthouse shall waive
5 all claims it may hold against Debtor and shall deliver title
6 to such assets to Debtor who shall then deliver title to such
7 assets to Buyer, free and clear of liens.

8 d. BTG International, Inc. ("BTG"): Adequate
9 assurances have been provided by Buyer that it is competent to
10 provide technical support required under the contract with
11 BTG. The contract with BTG is hereby deemed to have commenced
12 on December 15, 2000. In the event of a subsequent breach of
13 the BTG contract by Buyer, this Order shall not constitute a
14 determination of the claim of BTG against Buyer for such
15 breach.

16 e. ClearForest Corp. ("ClearForest"): The
17 agreement between ClearForest and Debtor ("ClearForest
18 Agreement") is hereby rejected as of the Closing Date defined
19 below. ClearForest shall waive any damages arising solely
20 from Debtor's rejection of the ClearForest Agreement;
21 provided, however, that any claims against Debtor other than
22 for rejection of the ClearForest Agreement are preserved,
23 along with Debtor's defenses thereto.

24 ORDER (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
25 LLC; (ii) AUTHORIZING THE DEBTOR'S SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR
26 OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C.
§§363(b), (f), (m) AND 114(c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND
UNEXPIRED LEASES IN CONNECTION THEREWITH

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1 f. The allocation of the purchase price shall be
2 modified as set forth in the Sale Agreement and incorporated
3 by reference herein.

4 4. The Debtor is authorized to and hereby does, assume
5 all executory contracts and unexpired leases described under
6 sections 1.1(b), 1.1(h), and 1.1(i) of the Sale Agreement and
7 listed in Schedules 1.1(b), 1.1(h), and 1.1(i), except the
8 contract with ClearForest Corp. Debtor's undertaking to cure
9 any defaults in any other Assigned Leases¹ or Assigned
10 Contracts that may exist subsequent to the Sale is hereby
11 found to be adequate assurance under section 365(b) of the
12 Bankruptcy Code. Buyer's undertaking to fulfill all future
13 performance obligations under the Assigned Leases or Assigned
14 Contracts upon the assumption and assignment to Buyer thereof
15 is hereby found to be adequate assurance of future performance
16 under section 365(f)(2)(B) of the Bankruptcy Code.

17 5. Pursuant to sections 363(b) and (f) of the
18 Bankruptcy Code (and not pursuant to a plan of
19 reorganization), the Debtor is authorized to and shall sell,
20 and Buyer shall buy, the Purchased Assets on the terms and
21 conditions set forth in the Sale Agreement free and clear of
22 all mortgages, liens, claims, assessments, covenants, defects,
23 encumbrances, tenancies or interests and burdens of any kind
24

25 ¹ All terms not defined herein shall have the meaning ascribed thereto in the Sale Agreement except when
26 references are made herein to definitions contained in the Bankruptcy Code.

ORDER (1) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
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§§363(b), (f), (h) AND 114(c); AND (111) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND
UNEXPIRED LEASES IN CONNECTION THEREWITH.

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1 whatsoever, whether arising pre-petition or post-petition
2 (except certain Permitted Exceptions as specified in Schedule
3 1.3). Any valid liens and like burdens that encumber or are
4 found to encumber or purport to encumber the Purchased Assets
5 shall be transferred to and attached to the net proceeds of
6 the Sale under the Sale Agreement that remain after the
7 payments specified herein to the same extent and in the same
8 priorities that they encumbered the Purchased Assets;
9 provided, however, that post-Closing obligations under any and
10 all Assigned Contracts and Assigned Leases shall be the
11 obligation of Buyer.

12 6. On or before the Closing Date, Buyer shall, pursuant
13 to section 2.2 of the Sale Agreement, directly pay to
14 Broadview the Broadview Amount. In exchange for its receipt
15 of payment of the Broadview Amount, Broadview shall be deemed
16 to release any and all claims it has against the Debtor.

17 7. Each of the Cure Agreements set forth in section 7.3
18 of the Sale Agreement is approved in all respects. On or
19 before the Closing Date, Buyer shall, pursuant to section 2.2
20 of the Sale Agreement, pay the Cure Amounts directly to
21 inXight, Excelon and Hummingbird, and such payments are hereby
22 deemed to satisfy the requirements of sections 365(b)(1)(A)
23 and 365(b)(1)(B) of the Bankruptcy Code so as to facilitate
24 the Debtor's transfers to Buyer at Closing pursuant to section
25 365(f) of the Bankruptcy Code of all of the Debtor's software
26

ORDER (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
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§363(b), (f), (m) AND 114(c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
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1 license agreements with such payees. In exchange for the
2 receipt of payment of such Cure Amount, each such payee shall
3 be deemed to release any and all claims such payee has against
4 the Debtor.

5 8. Section 6.2(h) of the Sale Agreement is approved in
6 all respects. Pursuant to such section, Buyer shall, on or
7 before the Closing Date, pay the Employee Cure Amounts
8 directly to each of the Business Employees that accepts and
9 satisfies the requirements of section 6.2(h) of the Sale
10 Agreement, in exchange for which each Business Employee shall
11 be deemed to release Debtor from any and all claims with
12 respect to prepetition accrued vacation claims.

13 9. The Debtor is authorized to and shall execute any
14 and all documents necessary to effectuate the transfer of the
15 Purchased Assets to Buyer.

16 10. During the pendency of this Chapter 11 case, the
17 Debtor actively sought offers to purchase the Purchased
18 Assets. The Debtor, with the assistance of the Creditors
19 Committee, conducted a thorough and complete auction for the
20 sale of substantially all of the assets of the Debtor. The
21 Buyer is a good-faith purchaser of all of the Purchased Assets
22 within the meaning of section 363(m) of the Bankruptcy Code.
23 No party has alleged any conduct that would constitute
24 improper agreements or conduct under section 363(n) of the
25 Bankruptcy Code. No party has engaged in any conduct that
26

ORDER (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROFATENT
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§§363(b), (f), (g) AND 114(c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND
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1 to the Buyer, the avoidance of the sale of the Purchased Assets
2 to the Buyer, the recovery of excess value and other costs or
3 the imposition of punitive damages pursuant to section 363(a)
4 of the Bankruptcy Code.

5 11. In the event that any person or entity (as those
6 terms are defined in the Bankruptcy Code) which has filed
7 statements or other documents or agreements evidencing liens
8 on or interests in the Assets, other than the holders of liens
9 or interests constituting Permitted Exceptions, has not
10 delivered to the Debtor prior to the Closing, in proper form
11 for filing and executed by the appropriate parties,
12 termination statements, instruments of satisfactions, release
13 of liens or other interests which such person or entity has
14 with respect to the Purchased Assets, the Debtor or the Buyer,
15 on behalf of the Debtor, is authorized and directed to execute
16 and file or record such statements, instruments, releases, and
17 other documents on behalf of the person or entity with respect
18 to the Purchased Assets.

19 12. The Buyer shall not assume any liability for
20 payments to employees under any key employee retention bonus
21 program that the Debtor may seek Court approval for in this
22 Chapter 11 case.

23 13. The Sale as approved by this Order complies with the
24 requirements and conditions of sections 363(b), (f), (m), 365
25 and 1146(c) of the Bankruptcy Code.

26 ORDER (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
LLC; (ii) AUTHORIZING THE DEBTOR'S SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR
OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C.
§§ 363(b), (f), (m) AND 1146(c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. § 365 THE
ASSIGNMENT AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND
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1 14. Within ten (10) days of Closing, Debtor shall, in
2 compliance with sections 365(b)(1)(A) and 365(b)(1)(B) of the
3 Bankruptcy Code, pay all required cure payments, if any, for
4 the Assigned Real Property Leases, Assigned Personal Property
5 Leases and Assigned Contracts other than those referenced
6 herein, as such amounts are set forth in Schedules 1.1(b),
7 1.1(h) and 1.1(i) to the Sale Agreement plus any additional
8 amounts, if any, which accrue between the date such amounts
9 were calculated and the Closing Date ("Post-Calculation
10 Accruals"). If there is a dispute as to the calculation of
11 any such additional amounts, the Debtor, Buyer and such
12 counterparty shall endeavor to resolve such dispute as quickly
13 as possible and if no such resolution is possible, such
14 dispute shall be brought before the Court.

15 15. Notwithstanding any agreement of any counterparty to
16 an Assigned Lease or an Assigned Contract to reduce the cure
17 amount actually being paid to such counterparty by the Debtor
18 and/or the Buyer (any such reduced amount being set forth on
19 Schedules 1.1(b), 1.1(h) and 1.1(i) except for the payments
20 described herein and the Post-Calculation Accruals), such
21 counterparties shall have all the benefits of a full
22 assumption and cure of such Assigned Real Property Leases,
23 Assigned Personal Property Leases and Assigned Contracts,
24 including, without limitation, that such counterparties have
25 no preference liability or exposure of any nature whatsoever.

26 ORDER: (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
LLC; (ii) AUTHORIZING THE DEBTOR'S SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR
OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C.
§§363(b), (f), (g) AND 114(c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND
UNEXPIRED LEASES IN CONNECTION THEREWITH

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1 16. Upon the Closing, the Buyer shall not be deemed to
2 (i) be the successor of the Debtor, (ii) have, de facto or
3 otherwise, merged with or into the Debtor, or (iii) be a mere
4 continuation or substantial continuation of the Debtor or the
5 enterprise of the Debtor.

6 17. Except to the extent expressly provided in the Sale
7 Agreement or this Order, at the Closing, the Buyer shall not
8 be deemed to have assumed any liability or obligation of the
9 Debtor of any kind, character or description whether known or
10 unknown, absolute or contingent, accrued or unaccrued,
11 liquidated or unliquidated, secured or unsecured, joint or
12 several, due or to become due, vested or unvested, executory,
13 determined, determinable or otherwise and whether the same is
14 required to be accrued on the financial statements of the
15 holder of the liability or obligation. All entities are
16 hereby enjoined from asserting, commencing or prosecuting any
17 action, claim or any other entitlement whether known or
18 unknown, absolute or contingent, accrued or unaccrued,
19 liquidated or unliquidated, secured or unsecured, joint or
20 several, due or to become due, vested or unvested, executory,
21 determined, determinable or otherwise against the Buyer on
22 account of its ownership of the Assets after the Closing.

23 18. The Debtor is authorized and directed to execute,
24 acknowledge, and deliver such corporate name change
25 certificates, deeds, assignments, conveyances, and other
26

ORDER (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
LLC; (ii) AUTHORIZING THE DEBTOR'S SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR
OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C.
§§363(b), (f), (m) AND 363(c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND
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1 assignments, documents, and instruments of transfer and take
2 such other action that may be reasonably necessary to perform
3 the terms and provisions of the Sale Agreement, and shall take
4 any other action for purposes of assigning, transferring,
5 granting, conveying, and confirming to the Buyer, or reducing
6 to possession, and or all of the Purchased Assets and to
7 execute such nonmaterial amendments to the Sale Agreement and
8 related agreements as may be required to effectuate the letter
9 and intent of the Sale Agreement and the consummation of the
10 purchase and Sale.

11 19. No proofs to the contrary having been presented to,
12 or found by, the Court, the cure amounts applicable to the
13 assumed executory contracts and unexpired leases to be sold,
14 as stated in the schedules attached to the Sale Agreement, are
15 deemed to be correct, final and binding between the parties to
16 such contracts and leases and the Buyer, excluding the B&G
17 International Inc., contract, the treatment of which is set
18 forth above.

19 20. Pursuant to section 1146(c) of the Bankruptcy Code,
20 the sale of the Purchased Assets to Buyer is exempt from any
21 and all transfer, stamp, documentary or other similar taxes.

22 21. Except as provided for herein, the net proceeds of
23 the Sale, after funding payment of the Broadview Payment,
24 payments of the Cure Amounts inXight, Excelon, and
25 Hummingbird, payments of the Employee Cure Amounts to the
26

ORDER: (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
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OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C.
§§363(b), (f), (m) AND 114(c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND
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1 Business Employees, and payment of the costs associated with
2 the Sale, shall be deposited by the Debtor in account
3 established with an authorized depository approved by the U.S.
4 Trustee.

5 22. Notwithstanding any provisions in the Sale
6 Agreement, the Sale Agreement shall be interpreted and
7 enforced under the laws of the State of California, without
8 regard to any choice of laws or conflict of laws rule thereof,
9 and by Federal Bankruptcy Law, where applicable.

10 23. All overbids shall be allocated to Patents for
11 purchase price allocation purposes.

12 24. Buyer acquires the Purchased Assets (specifically
13 including the license and related contractual agreement with
14 Battelle Memorial Institute) subject to litigation pending in
15 Battelle Memorial Institute v. Cartia, Inc., Civil No. CT 00-
16 016833, pending in the State of Minnesota, County of Hennepin
17 District Court, Fourth Judicial District, which litigation
18 shall be pursued at Buyer's expense.

19 25. Buyer waives any right to remove one or more
20 executory contracts or unexpired leases described in sections
21 1.1(b), 1.1(h), and 1.1(i) and listed on Schedules 1.1(b),
22 1.1(h), and 1.1(i) prior to Closing, and all such executory
23 contracts and unexpired leases are deemed the executory
24 contracts and unexpired leases to be assumed and assigned by
25 Debtor to Buyer at Closing.

26 ORDER (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
LLC; (ii) AUTHORIZING THE DEBTOR'S SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR
OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C.
§§363(b), (f), (g) AND 114(c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
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26. The offer of ISI for \$15.15 million as reflected in the Court record, is hereby designated as the "Backup Offer"; provided, that the Backup Offer shall terminate and not be susceptible of acceptance unless accepted by Debtor within eleven (11) days after entry of this Order. A copy of the ISI Sale Agreement as modified on the record at the hearing is attached hereto as Exhibit "2" and incorporated by reference herein. In the event the Buyer fails to close within ten (10) days after entry of this Order ("Closing Date"), the Backup Offer is hereby authorized and approved as the winning bid. In the event the Backup Offer becomes the winning bid, all references herein to Buyer shall refer to ISI, and any references to the Sale Agreement refer to Exhibit "2." The Backup Offer shall close within ten (10) days after written notice from Debtor that escrow failed to close on the Closing Date.

27. Any deposit held by Law Offices of William C. Lewis for an unsuccessful bidder, except the Backup Offer, shall be returned to such bidder within two (2) business days after the entry of this Order. In the event there is a Backup Offer, any deposit held for such Backup Offer shall be returned to the bidder of the Backup Offer within two (2) business days after the Closing Date.

28. Debtor is hereby authorized and directed to pay in full the debtor-in-possession loan advanced by Reuters'

ORDER (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT LLC; (ii) AUTHORIZING THE DEBTOR'S SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C. §§357(b), (f), (m) AND 114(c) AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH

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1 Greenhouse Fund LP to Debtor within three (3) business days
2 after the Closing Date.

3 29. From and after entry of this Order, neither the
4 Debtor nor any creditor, equityholder or potential bidder
5 shall take or cause to be taken any action which would
6 interfere with the transfer of the Purchased Assets to the
7 Buyer or its assignees or designees in accordance with the
8 terms of this Order.

9 30. All persons or entities who are presently, or at the
10 Closing, in possession of any of the Purchased Assets, or any
11 documents, certificates, registrations or other evidence of
12 title are hereby directed to surrender possession of such
13 Purchased Assets or documents, certificates or other evidence
14 of title to the Buyer or its assignees or designees at or
15 before the Closing.

16 31. The Court retains jurisdiction over all matters
17 relating to the transaction contemplated in the Sale
18 Agreement, including matters relating to the Purchased Assets,
19 disputes over cure amounts and claims against the Purchased
20 Assets.

21 32. Pursuant to section 365 of the Bankruptcy Code,
22 conditioned upon the closing of the transactions contemplated
23 by the Sale Agreement, each executory contract and unexpired
24 lease described in Sections 1.1(b), 1.1(h), and 1.1(i) of the
25 Sale Agreement and listed in Schedules 1.1(b), 1.1(h), and
26

ORDER (i) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT
LLC; (ii) AUTHORIZING THE DEBTOR'S SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR
OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C.
§§163(b), (f), (m) AND 114(c); AND (iii) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE
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1.1(i) of the Sale Agreement shall be assumed by the Debtor and assigned to the Buyer, without the execution of any further documents or instruments.

33. The provisions of this Order authorizing the Debtor to enter into the Sale Agreement and authorizing and directing the transactions contemplated by the Sale Agreement shall be self-executing, and neither the Debtor nor the Buyer shall be required to execute or file any releases, termination statements, assignments, consents, or other instruments in order to effectuate consummation to implement the foregoing provisions hereof except as provided in the Sale Agreement. Notwithstanding the foregoing, the Debtor, Buyer and all other parties are authorized and directed to take any and all actions necessary and appropriate to effectuate, consummate and implement fully the Sale Agreement.

34. This Order is binding upon and inures to the benefit of any successors or assigns of the Debtor or the Buyer, including any trustee appointed in any subsequent case of the Debtor under Chapter 11 or Chapter 7 of the Bankruptcy Code.

35. This Order shall not be stayed by either Rule 6004(g) or Rule 6006(d) of the Federal Rules of Bankruptcy Procedure.

36. To the extent any of the foregoing findings of fact constitute conclusions of law, they are adopted as such. To

ORDER (1) APPROVING ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR AND MICROPATENT LLC; (11) AUTHORIZING THE DEBTOR'S SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO 11 U.S.C. §§363(b), (f), (g) AND 114(c); AND (111) AUTHORIZING PURSUANT TO 11 U.S.C. §365 THE ASSUMPTION AND ASSIGNMENT BY THE DEBTOR OF VARIOUS EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH

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RECORDED: 03/11/2004

RECORDED: 01/21/2011

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