

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nokia Holding Inc.	05/30/2003
RECEIVING PARTY DATA	
Name:	Nokia Inc.
Street Address:	6000 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7210100
CORRESPONDENCE DATA	
Fax Number:	(972)894-5619
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	972-894-5931
Email:	denise.m.wilson@nokia.com
Correspondent Name:	Nokia Inc.
Address Line 1:	6021 Connection Drive
Address Line 2:	Mail Drop 2-5-520
Address Line 4:	Irving, TEXAS 75039
ATTORNEY DOCKET NUMBER:	45055
NAME OF SUBMITTER:	Thomas J. Arria
Total Attachments: 10 source=assign-nokia holding to nokia inc#page1.tif source=assign-nokia holding to nokia inc#page2.tif source=assign-nokia holding to nokia inc#page3.tif source=assign-nokia holding to nokia inc#page4.tif	

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CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT
(Step D)

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT effective as of May 30, 2003 at 5⁰⁰ pm Eastern time by and between Nokia Holding Inc., a Georgia corporation ("Holding") and Nokia Inc., a Delaware corporation ("Nokia").

WITNESSETH:

WHEREAS, Holding, as the sole shareholder of Nokia, desires to contribute, transfer and assign to Nokia, and Nokia desires to acquire from Holding all of the assets and properties of Eizel Technologies Inc. ("Eizel") which merged with and into Holding effective May 30, 2003, subject to the liabilities thereof, except as otherwise provided herein;

WHEREAS, the contribution of the assets described herein is intended to qualify as a transfer described in Section 351 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

ARTICLE I

CONTRIBUTION AND ASSIGNMENT OF ASSETS

SECTION 1.01. Contribution, Transfer and Assignment of Assets and Properties. Holding does hereby sell, assign, transfer, convey, grant, bargain, set over, release, deliver and confirm unto Nokia, its successors and assigns, as a capital contribution, the entire right, title and interest of Eizel in and to all of the assets, properties, goodwill and business of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, directly or indirectly owned by Holding, or to which it is directly or indirectly entitled, as they exist on the date hereof (collectively referred to as the "Contributed Assets").

ARTICLE II

ASSUMPTION AND EXCLUSION OF LIABILITIES

SECTION 2.01. Assumption of Liabilities. On the terms and subject to the conditions of this Agreement, Nokia hereby assumes and agrees to pay, fulfill, perform and otherwise discharge when due any and all of the debts, liabilities and obligations of Eizel (whether fixed or contingent, matured or unmatured, arising by law or by contract or otherwise) (the "Assumed Liabilities") to the extent relating to the Contributed Assets, other than the liabilities set forth in Section 2.02 below.

SECTION 2.02. Exclusion of Liabilities. Notwithstanding Section 2.01, Nokia shall have no liability or obligation whatsoever for, and shall not assume by virtue of this Agreement or otherwise, any liability or obligation relating to or arising under any promissory note, debt instrument, commitment, loan arrangement or agreement with Nokia Corporation or any of its direct or indirect subsidiaries (the "Excluded Liabilities").

ARTICLE III

ADDITIONAL AGREEMENTS OF THE PARTIES

SECTION 3.01. Consents, Permits, Etc. To the extent that any of the contracts, leases, agreements, licenses, permits, plans, commitments or other binding arrangements relating to the Contributed Assets (in this Section 3.01 called "agreements") that hereby are assumed by or assigned to Nokia are not assumable or assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. Holding and Nokia agree to use reasonable best efforts to obtain the consent of the other party to any such agreements to their assumption by or assignment to Nokia in all cases in which such consent is required for such assumption or assignment. If such consent is not obtained, each of the parties hereto agrees to cooperate with the other in any reasonable arrangement designed to enable Holding to perform its obligations under, and to provide for Nokia the benefits of, any such agreements, including enforcement at the cost, and for the account, of Nokia of any and all rights of Holding against the other party thereto arising out of the non-performance, breach or cancellation thereof by such other party or otherwise. Holding will promptly pay to Nokia when received all monies received by Holding under any such agreements.

SECTION 3.02. Employee Matters. From the after the date of this Agreement, all employees of Eizel shall become employees of Nokia. Notwithstanding the foregoing, this Agreement shall not be construed as conferring any rights upon any persons for a continuation of employment, nor shall it interfere with the rights of Holding or Nokia or any affiliate to terminate the employment of any person or to take any other action affecting such person. All Eizel employees shall continue on their existing benefit plans until such time as, in the sole discretion of Nokia Corporation, an orderly transition can be accomplished to employee benefit plans and programs maintained by Nokia Holding Inc. for its and its affiliates, employees in the United States.

SECTION 3.03. Power of Attorney. Holding hereby constitutes and appoints Nokia, its successors and assigns, the true and lawful attorney and attorneys of Holding, with full power of substitution, in the name of Nokia or in the name and stead of Holding, but on behalf of and for the benefit of Nokia:

- (a) to collect, demand and receive any and all Contributed Assets transferred hereunder and to give receipts and releases for and in respect of the same;
- (b) to institute and prosecute in Holding's name, or other otherwise, for the benefit of Nokia any and all actions, suits or proceedings, at law, in equity or otherwise, which Nokia may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Contributed Assets hereby assigned to Nokia or intended so to be, to defend or compromise any and all such actions, suits or proceedings in respect of any of such Contributed Assets, and to do all such acts and things in relation thereto as Nokia shall deem advisable for the collection or reduction to possession of any of such Contributed Assets; and
- (c) to take any and all other reasonable actions designed to vest more fully in Nokia the Contributed Assets hereby assigned to Nokia or intended so to be and in order to provide for Nokia the benefit, use, enjoyment and possession of such Contributed Assets.

Holding acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by it or upon its subsequent dissolution or in any manner or for any reason. Nokia shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest with respect thereto. Holding shall from time to time pay to Nokia, when received, any amounts which shall be received directly or indirectly by Holding (including amounts received as interest) in respect of any Contributed Assets sold, assigned or transferred to Nokia pursuant hereto.

SECTION 3.04. Further Action. Each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable laws, and execute and deliver such documents and other papers, including, without limitation, the Intellectual Property Assignment Agreement in substantially the form attached as Exhibit A hereto, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

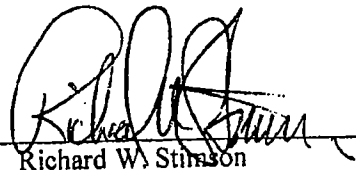
SECTION 4.01. Governing Law. The rights and duties of the parties under this Agreement shall be governed by, and construed in accordance with, the internal substantive laws, and not the choice of law rules, of the State of Delaware.

SECTION 4.02. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy or any nature whatsoever under or by reason of this Agreement.

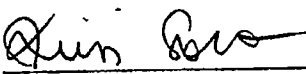
SECTION 4.03. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date, year and time first above written.

NOKIA HOLDING INC.

By: 
Richard W. Stinson
Vice President & Secretary

NOKIA INC.

By: 
Kirsi Sormunen
Vice President, Treasurer and
Chief Financial Officer

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PRROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), dated as of May 30, 2003, is entered by and between NOKIA HOLDING INC., a Georgia corporation, having a place of business at 6000 Connection Drive, Irving, Texas ("Holding"), and NOKIA INC., a Delaware corporation, having a place of business at 6000 Connection Drive, Irving, Texas ("Nokia").

WHEREAS, Holding and Nokia have entered into a Contribution, Assignment and Assumption Agreement effective as of May 30, 2003 at 5⁰⁰ pm Eastern time (the "Contribution Agreement"); and

WHEREAS, the Contribution Agreement requires Holding and Nokia to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants set forth herein, the parties agree as follows:

SECTION 1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Patents" shall mean the patents and patent applications, foreign and domestic, set forth on Schedule A, all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and any invention disclosures of Holding, and all rights therein provided by international treaties or conventions.

"Trademarks" shall mean the trademarks and service marks, foreign and domestic, set forth on Schedule B, the goodwill of the business symbolized thereby, all common law rights with respect thereto, all applications and registrations thereof, all rights therein provided by international treaties or conventions, and all extensions and renewals thereof.

"Domain Names" shall mean a series of alphanumeric characters set forth on Schedule C that when combined with an Internet top level domain (TLD) can identify one or more internet protocol addresses.

"Copyrights" shall mean the exclusive rights in an original work of authorship, foreign and domestic, set forth on Schedule D, including software, whether registered or not, including works made for hire by employees within or outside the company, and all rights therein provided by international treaties or conventions.

SECTION 2. Transfer and Assignment of Intellectual Property. Holding hereby sells, assigns, and transfers to Nokia all of its right, title and interest in and to the Patents, Trademarks, and the goodwill of the business symbolized by the Trademarks, Domain Names and Copyrights.

SECTION 3. Governmental Filings. Holding shall furnish Nokia with such necessary information and reasonable assistance, including execution of such other required documents, as Nokia may reasonable request in connection with recording its ownership interest in the Patents, Trademarks, Domain Names and Copyrights with any governmental authority.

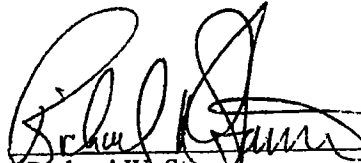
SECTION 4. Construction. The parties agree that, to the extent that any terms or provisions of this Agreement differ or conflict with any provision or term of the Contribution Agreement, the applicable terms and provisions of the Contribution Agreement shall control and take precedence.

SECTION 5. Governing Law. The rights and duties of the parties under this Agreement shall be governed by, and construed in accordance with, the internal substantive laws, and not the choice of law rules, of the State of New York.


SECTION 6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NOKIA HOLDING INC.

By: 
Richard W. Stimson
Vice President & Secretary

NOKIA INC.

By: 
Kirsi Sormunen
Vice President, Treasurer and
Chief Financial Officer

SCHEDULE A

PATENTS

Title	Reg/Applen Date
System and Method for Converting an Attachment in an email for delivery to a device of limited rendering capability	7/3/2001; 6/18/2002
Segmenting Electronic Documents for Use on a Device of Limited Capability	9/27/2000; 2/27/2002
Configurable Transformation of Electronic Documents	10/10/2000; 9/27/2001
Reorganizing Content of an Electronic Document	5/8/2001
Message Accessing	2/13/2002

SCHEDULE B

TRADEMARKS

Mark	Reg/Appcn No.	Reg/Appcn Date	Status
EIZEL	78/090,256	10/25/2001	Published for opposition
EIZEL TECHNOLOGIES	78/090,260	10/25/2001	Published for opposition
AMPLIFI: SEAMLESS ENTERPRISE SERVER	76/470,224	11/26/2002	Processing
AMPLIFI: SERVING THE REAL-TIME ENTERPRISE	76/470,223	11/26/2002	Processing
AMPLIFI: REAL-TIME ENTERPRISE SERVER	76/470,222	11/26/2002	Processing
AMPLIFI	78/164,773	9/12/2002	Processing
DO WHAT YOU DO, ONLY BETTER	76/470,181	11/26/2002	Processing
SIMPLY AMAZING!	76/470,180	11/26/2002	Processing

SCHEDULE C

DOMAIN NAMES

www.eizel.com

www.eizel.net

www.eizel.biz

SCHEDULE D

COPYRIGHTS

No copyright applications have been filed with the U.S. Copyright Office.

Eizel Technologies Inc. claims a copyright to its software product known as Amplifi: Real-Time Enterprise Server™, all related documentation and marketing materials in whatever form, and all related source and object code and developer notes.