

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Matthew Dennis Browning	11/03/2009
Derek Michael Koch	11/03/2009
RECEIVING PARTY DATA	
Name:	Targeted Instant Communications, Inc.
Street Address:	131 Portsea Street
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06519
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13127228
PCT Number:	US0905946
CORRESPONDENCE DATA	
Fax Number:	(203)944-6712
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2032586675
Email:	lisamoyles@optonline.net
Correspondent Name:	Lisa J. Moyles, Esq.
Address Line 1:	970 Beaver Dam Road
Address Line 4:	Stratford, CONNECTICUT 06614
ATTORNEY DOCKET NUMBER:	TIC-0100US
NAME OF SUBMITTER:	Lisa J. Moyles
Total Attachments: 6 source=TIC_Assignment_1#page1.tif source=TIC_Assignment_1#page2.tif source=TIC_Assignment_1#page3.tif source=TIC_Assignment_1#page4.tif source=TIC_assignment_2#page1.tif source=TIC_assignment_2#page2.tif	

OP \$80.00 13127228

ASSIGNMENT AND AGREEMENT

WHEREAS, Matthew Dennis Browning of 131 Portsea Street, New Haven, CT 06519, and Derek Michael Koch of 828 Oakwood Road, Orange, CT 06477 (hereinafter referred to singly and collectively as "Assignor") have invented a certain invention entitled **METHOD AND APPARATUS TO ACCELERATE AND IMPROVE EFFICIENCY OF BUSINESS PROCESSES THROUGH RESOURCE ALLOCATION** (Atty. Dkt. No. TIC 0100) for which a provisional application for United States Letters Patent, serial number 61/198,338 was filed November 5, 2008; and

WHEREAS, Targeted Instant Communications, Inc., a corporation duly organized and existing under the laws of the State of Connecticut, and having its principal place of business at 131 Portsea Street, New Haven, CT 06519 (hereinafter referred to as "Assignee") is desirous of acquiring the entire interest therein; and

WHEREAS, Derek Michael Koch ("Koch") is an agent/employee of Independent Software, LLC ("Independent Software"), and such aforementioned invention has been created as part of the services provided to Assignee by Independent Software under that certain Customer Agreement between Assignee and Independent Software dated as of December 6, 2007 (as amended, the "Customer Agreement"); and

WHEREAS, the following assignment is being executed and delivered by Koch pursuant to the terms and conditions of the Customer Agreement, including without limitation Section 3 thereof:

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents hereby sells, assigns and transfers, unto Assignee, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by Assignee, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by Assignor had this Assignment not been made; provided that, with respect to Koch, the foregoing assignment by Koch shall be made pursuant to the terms, conditions and limitations of the Customer Agreement, including without limitation Section 3.4 thereof ("Proprietary Rights Retained by Independent Software"). For avoidance of doubt, and pursuant to Section 3.4 of the Customer Agreement (without limiting the provisions thereof), nothing contained in this

Assignment shall be construed to transfer, convey, restrict, impair or deprive Independent Software of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Customer Agreement or any addendum thereto or which is or may be independently developed by Independent Software outside the scope of the Customer Agreement and without use of any confidential or otherwise restricted material or information of Assignee under the Customer Agreement.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to Assignee as assignee of the entire interest, for the sole use and benefit of Assignee, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to Assignee, its successors and assigns, or their representatives or agents, all facts and information known or available to Assignor respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by Assignee; (b) to testify in person or by affidavit as required by Assignee, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by Assignee, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to Assignee, its successors and assigns, at Assignee's cost and expense, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that Assignor has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that Assignor has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to Lisa J. Moyles, Attorney for Assignee (hereinafter referred to as Attorney), the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the United States Patent and Trademark Office, and countries foreign thereto, for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that Attorney does not personally represent Assignor or Assignor's legal interests, but instead represent the interests of Assignee; since Attorney cannot provide legal advice to Assignor with respect to this Assignment, Assignor acknowledges its right to seek its own independent legal counsel.

Executed this ____ day of _____, 20____.

Matthew Dennis Browning

State of _____)
)SS.
County of _____)

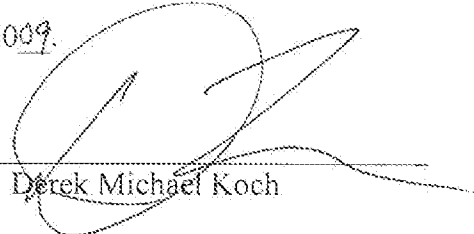
On this ____ day of _____, 20___, before me, a notary public in and for said county, appeared Matthew Dennis Browning, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes set forth.

Notary Public

(Seal)

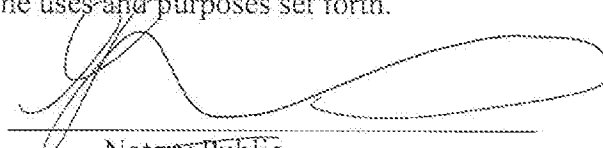
My Commission Expires: _____

Executed this 3rd day of November, 2009.


Derek Michael Koch

State of Connecticut
)SS. New Haven
County of New Haven

On this 3rd day of November, 2009, before me, a notary public in and for said county, appeared Derek Michael Koch, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes set forth.


Notary Public

Craig S. Lallier
Commissioner of Superior Court

(Seal)

My Commission Expires: _____

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NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents hereby sells, assigns and transfers, unto Assignee, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by Assignee, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by Assignor had this Assignment not been made.

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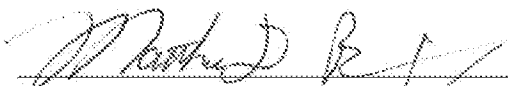
declarations, depositions; and (d) to provide all reasonable assistance to Assignee, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

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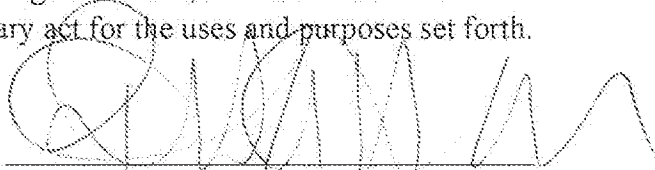
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Executed this 3rd day of November, 2009


Matthew Dennis Browning

State of CT)
)SS
County of New Haven

On this 3rd day of NOV, 2009, before me, a notary public in and for said county, appeared Matthew Dennis Browning, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes set forth.


Notary Public

(Seal)

*My Commission Expires
July 31, 2011*

My Commission Expires: _____