

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Scott Milener</td> <td>10/31/2005</td> </tr> <tr> <td>Wendell Brown</td> <td>10/28/2005</td> </tr> <tr> <td>James Kelly</td> <td>10/31/2005</td> </tr> </tbody> </table>		Name	Execution Date	Scott Milener	10/31/2005	Wendell Brown	10/28/2005	James Kelly	10/31/2005				
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Browster, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>475 Sansome Street</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 1850</td> </tr> <tr> <td>City:</td> <td>San Francisco</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94111</td> </tr> </table>		Name:	Browster, Inc.	Street Address:	475 Sansome Street	Internal Address:	Suite 1850	City:	San Francisco	State/Country:	CALIFORNIA	Postal Code:	94111
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CORRESPONDENCE DATA													
<p>Fax Number: (801)578-6999</p> <p>Phone: (801) 328-3131</p> <p>Email: jrthompson@stoel.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: John R. Thompson, c/o Stoel Rives LLP</p> <p>Address Line 1: 201 South Main Street, Suite 1100</p> <p>Address Line 2: One Utah Center</p> <p>Address Line 4: Salt Lake City, UTAH 84111</p>													
ATTORNEY DOCKET NUMBER:	41798/112												
NAME OF SUBMITTER:	John R. Thompson												

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PATENT
REEL: 026961 FRAME: 0263

Total Attachments: 6

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PATENT

REEL: 026961 FRAME: 0264

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

(1) MILENER, Scott
2729 Lombard Street, #1
San Francisco, CA 94123

(2) BROWN, Wendell
4132 S. Rainbow Blvd., #494
Las Vegas, NV 89103

(3) KELLY, James
4749 18th Street
San Francisco, CA 94114

hereinafter termed "Inventors", have invented certain new and useful improvements in

METHOD AND APPARATUS FOR LOOK-AHEAD SECURITY SCANNING

and have executed a declaration or oath of inventorship for an application for a United States patent disclosing and identifying the invention on:

- (1) the 31st day of October, 2005; (2) the 28th day of October, 2005; and
(3) the 31st day of October, 2005.

Said application: ☒ being filed herewith; OR
 ☐ having Application No. _____, filed on _____, 2004.

WHEREAS, Browster, Inc., a corporation of the State of Delaware, having a place of business at 475 Sansome Street, Suite 1850, San Francisco, CA 94111, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications,

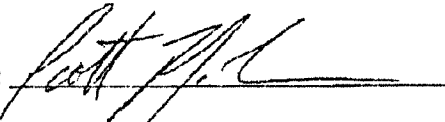
declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Date: 10/31/05

Signature: 

Name: Scott Milner

Date: _____

Signature: _____

Name: Wendell Brown

Date: _____

Signature: _____

Name: James Kelly

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declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

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IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Date: _____

Signature: _____

Name: Scott Milener

Date: Oct 28, 2005

Signature: Wendell Brown

Name: Wendell Brown

Date: _____

Signature: _____

Name: James Kelly

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Date: _____

Signature: _____

Name: Scott Milener

Date: _____

Signature: _____

Name: Wendell Brown

Date: 10/3/05

Signature: James Kelly

Name: James Kelly