

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
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RECEIVING PARTY DATA	
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Property Type	Number
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Total Attachments: 4 source=AssignmentJeffreyMarks#page1.tif source=AssignmentJeffreyMarks#page2.tif source=AssignmentJeffreyMarks#page3.tif source=AssignmentJeffreyMarks#page4.tif	

CH \$40.00 13594404

## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Jeffrey Marks, an individual having an address at 9 Chatelaine Newport Coast, CA 92657, ("*Assignor*"), does hereby sell, assign, transfer, and convey unto Mount Hamilton Partners, LLC, a Delaware limited liability company, with an office at 650 Castro Street, Suite 120-333, Mountain View, CA 94041 ("*Assignee*"), or its designees all right, title, and interest that exist today and may exist in the future in and to all of the following (collectively, the "*Patent Rights*"):

(a) the invention disclosures, provisional patent applications, patent applications and patents listed below (the "*Patents*");

(b) all provisional patent applications, patent applications, patents or other governmental grants or issuances (i) to which any of the Patents directly or indirectly claims priority and/or (ii) for which any of the Patents directly or indirectly forms a basis for priority;

(c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, and divisions of any item in the foregoing categories (a) and (b);

(d) foreign patents, patent applications, and counterparts relating to any item in the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) items in any of the foregoing in categories (a) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) rights to all inventions, invention disclosures, and discoveries described in any item in the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(g) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the

foregoing categories (a) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) other remedies of any kind

for past, current, and future infringement; and

- (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in the foregoing categories (b) through (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
09/698,640	US	October 27, 2000	Methods and apparatus for online auctions and market-places utilizing program terms, Jeffrey S. Marks

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths,

declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

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IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Orange County  
CA on July 24, 2006.

ASSIGNOR

By: Jeffrey S. Marks

Name: Jeffrey S. Marks

Title: \_\_\_\_\_

(Signature MUST be notarized)

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On July 24, 2006, before me, Stephen Egly,  
Notary Public in and for said State, personally appeared Jeffrey S. Marks,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument and acknowledged to me that  
he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the  
instrument the person, or the entity upon behalf of which the person acted, executed the  
instrument.

WITNESS my hand and official seal.

Signature Stephen Egly

(Seal)

