

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/30/2000
CONVEYING PARTY DATA	
Name	Execution Date
Excalibur Technologies Corporation	04/30/2000
RECEIVING PARTY DATA	
Name:	Convera Corporation
Street Address:	1921 GALLOWS ROAD
Internal Address:	Suite 200
City:	Vienna
State/Country:	VIRGINIA
Postal Code:	22182
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6243713
CORRESPONDENCE DATA	
Fax Number:	6506871183
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-833-2055
Email:	timothy.lohse@dlapiper.com
Correspondent Name:	Timothy W. lohse
Address Line 1:	2000 University Avenue
Address Line 2:	DLA Piper LLP US
Address Line 4:	East Palo Alto, CALIFORNIA 94303
ATTORNEY DOCKET NUMBER:	357106-990000
NAME OF SUBMITTER:	Timothy W. Lohse
Total Attachments: 9	

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**AMENDMENT NO. 2
TO
AGREEMENT AND PLAN OF CONTRIBUTION AND MERGER**

"Section 5.25 Subcontract. Intel agrees that it will use Convera as the subcontract provider of services to be provided by Intel pursuant to that certain Memorandum of Agreement, dated as of November 15, 1999, by and between Intel and Quokka Sports, Inc., as the same may be amended from time to time, that were previously provided by the enhanced video service group of Intel's interactive media services division, and which Convera is capable of providing in full after the Effective Time. Intel and Convera will agree in good faith to the terms of such subcontract, which terms shall be customary for subcontracts with respect to similarly situated subcontractors and projects and shall be comparable to similar subcontracts entered into by Intel with similarly situated providers of subcontracting services in connection with similar projects and services, including a right of termination for nonperformance or breach."

2. Amendments to Exhibit A.

(a) Section III "Contributed Assets: EVS Hardware List" of Exhibit A is amended to read in its entirety as follows:

"CONTRIBUTED ASSETS: EVS HARDWARE LIST"

DESCRIPTION	QUANTITY
Desktops	239
Laptops	14
Monitors	168
Printers	4
Miscellaneous	76

(b) Section III of Exhibit A is amended to add a new section entitled "Contributed Assets: ECS Hardware List," which shall read in its entirety as follows:

"CONTRIBUTED ASSETS: ECS HARDWARE LIST"

DESCRIPTION	QUANTITY
Desktops	29
Laptops	24
Monitors	34
Printers	8
Miscellaneous	6

(c) Section III of Exhibit A is amended to add a new section entitled "Contributed Assets: ISS Hardware List," which shall read in its entirety as follows:

"CONTRIBUTED ASSETS: ISS HARDWARE LIST"

DESCRIPTION	QUANTITY
Desktops	178
Laptops	24
Monitors	102
Printers	5
Miscellaneous	13

(d) Section III "Contributed Assets: Licensed EVS Software List" of Exhibit A is amended to read in its entirety as follows:

"CONTRIBUTED ASSETS: LICENSED EVS SOFTWARE LIST

To be separately licensed to Convera on prevailing reasonable non-discriminatory terms.

ATVEF SDK and tools (license to be completed post-Closing) e-commerce retail software"

(e) Section III "Contributed Assets: ECS Software List" of Exhibit A is amended to read in its entirety as follows:

"CONTRIBUTION ASSETS: ECS SOFTWARE LIST

AVID SPORTS

ASP Programs
Java Programs

PRISMA DEMO

WebActivate plug-in
Packaging/Installation

SUPERTRACKS

Data model and document

WOW.COM

PRD"

(f) Section III "Contribution Patent Assets" of Exhibit A is amended to read in its entirety as follows:

"CONTRIBUTED PATENT ASSETS

NO. IDENTIFICATION

1	US Pat. 5,991,399
2	US Pat. 5,974,550
3	US Pat. 6,041,122
4	App. filed 5/20/99 (P6534)
5	App. filed 11/16/99 (P7393)

NO.	IDENTIFICATION
6	App. filed 12/30/99 (P7618)
7	App. filed 3/1/00 (P8352)
8	App. filed 3/1/00 (P8379)
9	App. filed 2/15/00 (P8353)
10	App. filed 4/23/99 (P6309)
11	App. (P8775)
12	App. (P8778)
13	App. (P8779)
14	App. (P8781)
15	App. (P9920)
16	IDF 16646
17	App. pending (P8064)
18	App. pending (P8355)
19	App. pending (P8780)
20	App. in Draft (P7724)
21	App. in Draft (P7725)
22	App. in Draft (P8354)
23	App. in Draft (P8670)
24	App. in Draft (P8685)
25	App. in Draft (P9910) "

3. Avid Sports. The parties acknowledge that Exhibit A to the Merger Agreement contemplates the assignment by Intel to Convera of the Intel Internet Services Avid Sports Development Agreement, dated as of January 2000, between Intel and Avid Sports, Inc. (the "Sports Agreement") and the assignment by Intel to Convera of that portion of warrants to purchase shares of Avid Sports, Inc. that is unvested as of the Effective Time. The parties further acknowledge that Xstream Sports, Inc. ("Xstream") is the successor in interest to Avid Sports, Inc., and that Intel's warrant for Avid Sports, Inc., has been converted into a warrant to purchase shares of the capital stock of Xstream (the "Xstream Warrant"). The parties further acknowledge that Intel is currently negotiating with Xstream to determine the amount of revenues due from Xstream to Intel under the Sports Agreement and that, as a result of such determination, it is contemplated that Intel will cancel such indebtedness as consideration for a partial exercise of the warrant and the issuance of shares of capital stock of Xstream (the "Xstream Shares," and, collectively with the Xstream Warrant, the "Xstream Equity").

The parties agree that, at the Effective Time, Intel will assign neither the Sports Agreement nor the Sports Equity to Convera. Instead, Intel will continue to negotiate with Xstream, and Convera hereby expressly authorizes Intel to so negotiate, to determine the amount of revenues due from Xstream to Intel and to determine the treatment of the Sports Equity, such treatment to, as soon as reasonably practicable, afford Convera with the economic benefits of the Sports Agreement and the Sports Equity as contemplated by the Agreement. The parties further agree that, notwithstanding the authorization by Convera of Intel to negotiate with Xstream, the provisions of Section 5.2 of the Agreement will continue to apply to Intel's negotiations and conduct with Xstream including Convera's right to consent to the final terms of the revised agreements with Xstream prior to the execution of any such agreements.

Except as specifically set forth herein, nothing in this Section 3 shall be deemed to be a waiver of any of Convera's right to the Sports Agreement or the Sports Equity as contemplated by the Agreement.

4. Amendment to Certificate of Incorporation. The Form of Convera Certificate of Incorporation attached to the Agreement as Exhibit I is amended to read in its entirety as provided in Exhibit A attached hereto.

5. General.

(a) This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

(b) THIS AMENDMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OR CHOICE OF LAW PRINCIPLES THEREOF OR OF ANY OTHER JURISDICTION.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first set forth above.

INTEL CORPORATION,
a Delaware corporation

By: /s/ Leslie L. Vadasz

Name: Leslie L. Vadasz
Title: Executive Vice President
Date: December 21, 2000

**EXCALIBUR TECHNOLOGIES
CORPORATION,**
a Delaware corporation

By: /s/ Patrick C. Condo

Name: Patrick C. Condo
Title: President and Chief Executive Officer
Date: December 21, 2000

CONVERA CORPORATION
a Delaware corporation

By: /s/ Patrick C. Condo

Name: Patrick C. Condo
Title: President and Chief Executive Officer
Date: December 21, 2000

EXCALIBUR TRANSITORY, INC.,
a Delaware corporation

By: /s/ Patrick C. Condo

Name: Patrick C. Condo
Title: President and Chief Executive Officer
Date: December 21, 2000

EXHIBIT 99.1

INTEL CONTACT: CONVERA CONTACT:
Bill Balder Dan Agan Intel Corporation Convera
(503) 264-5669 (703) 761-3700 bill.calder@intel.com dagan@convera.com

Intel and Excalibur Technologies Close Transaction To Form Convera Corporation

**CONVERA CLOSING TRANSACTION WITH NATIONAL BASKETBALL ASSOCIATION TO
PROVIDE END-TO-END VIDEO CONTENT MANAGEMENT AND INTERNET DELIVERY
SERVICES**

Santa Clara, CA and Vienna, VA, December 21, 2000 -- Intel and Excalibur Technologies (NASDAQ: EXCA) announced today that their agreement to combine the business operations of Excalibur and Intel's Interactive Media Services division has been completed. The transaction was closed following approval by Excalibur shareholders at their annual meeting today.

It also was announced today that Convera has closed a related transaction with the National Basketball Association (NBA). As part of this transaction, an agreement between Intel and the NBA to develop and distribute interactive NBA content through NBA.com and other Web sites was assigned to Convera.

As a result of the close, all of Excalibur's outstanding shares have been converted into shares of Convera Corporation, a new publicly traded company, and the entirety of Excalibur's business will be folded into the operations of the new company. Effective December 22, 2000, shares of Convera will be traded on the NASDAQ National Market under the ticker symbol CNVR.

Intel and Excalibur announced their agreement to form the new company in May 2000. In September 2000, the National Basketball Association signed a long-term agreement with Intel to develop and distribute interactive NBA content, including enhanced broadband programming and interactive game broadcasts.

Convera combines Excalibur's 20-year investment in the creation of market-leading content management technologies, products and capabilities with the technologies and expertise that Intel and Intel's Interactive Media Services division have developed over the past decade in content protection and content enrichment. Plans for Convera focus on empowering content owners to extract value from their high-worth digital content by providing advanced technologies, products and services that allow content to be managed, enhanced and distributed securely over IP-enabled networks--intranets, the Internet, set top boxes and wireless devices.

Under the terms of the transaction, Intel contributed its Interactive Media Services Division and invested \$150 million in Convera, as well as provided key technologies for content protection. Excalibur contributed its entire business operations to Convera. Ron Whittier, former senior vice president and General Manager of the Interactive Media Services Division at Intel, is Chairman and Chief Executive Officer of Convera. Pat Condo, former CEO of Excalibur, is President and Chief Operating Officer of Convera. The new company has offices throughout the U.S. and Europe with major offices in Virginia, California, Maryland and Oregon.

ABOUT INTEL CORPORATION

Intel, the world's largest chip maker, is also a leading manufacturer of computer, networking and communications products. Additional information about Intel is available at www.intel.com/pressroom.

ABOUT EXCALIBUR TECHNOLOGIES

Founded in 1980, Excalibur Technologies Corporation (Nasdaq: EXCA) is a recognized leader in high-performance, search-powered, multimedia content management solutions for intelligently capturing, indexing, managing, accessing and utilizing valuable digital content - including text, images and video. Excalibur works with Global 2000 corporations, software developers, application service providers and government agencies to power intranet and Internet solutions, corporate portals and eCommerce sites. Additional information about Excalibur is available at www.excalib.com.

Starting December 26, 2000, additional information about Convera will be available at www.convera.com.