

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Omnishift Technologies, Inc.	05/13/2002
RECEIVING PARTY DATA	
Name:	Credit Managers Association of California, DBA CMA Business Credit Services
Street Address:	40 East Verdugo Avenue
City:	Burbank
State/Country:	CALIFORNIA
Postal Code:	91502
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13685484
CORRESPONDENCE DATA	
Fax Number:	6508152601
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650)815-2600
Email:	acollette@sheppardmullin.com
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP
Address Line 1:	379 Lytton Avenue
Address Line 4:	Palo Alto, CALIFORNIA 94301
ATTORNEY DOCKET NUMBER:	25JS-174797
NAME OF SUBMITTER:	William F. Ahmann
Total Attachments: 25 source=Assignment_to_CMA#page1.tif source=Assignment_to_CMA#page2.tif source=Assignment_to_CMA#page3.tif source=Assignment_to_CMA#page4.tif source=Assignment_to_CMA#page5.tif	

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GENERAL ASSIGNMENT

THIS ASSIGNMENT, Made this 13th day of May, 2002.
BY Omni Shift Technologies, Inc.
OF (address) 3080 NORTH FIRST STREET
in the City of SAN JOSE County of Santa Clara State of California,

FEDERAL TAX IDENTIFICATION NUMBER:

party of the first part, hereinafter referred to as Assignor, to Credit Managers Association of California, a California corporation, of Burbank, California, doing business as CMA Business Credit Services, party of the second part, hereinafter referred to as Assignee.

WITNESSETH: That said assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to Assignor in hand paid by said Assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto said Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture, fixtures, equipment, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, insurance refunds and claims, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor.

This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

Leases and leasehold interests in real estate are not included in this assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this general assignment.

Contracts and/or agreements between Assignor and any Labor Union, or Trade Associations, are excepted from and not included in this assignment.

The Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by the Assignee.

Said Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit. Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

FIRST: To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee (as hereinafter defined) and to its attorney, and to the attorney for the Assignor; and, in those instances where a creditors' committee has been selected at any meeting of the creditors of the Assignor (without regard to the actual amount or number of creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said Creditors' Committee in an amount fixed by the said creditors' committee and said Assignee.

SECOND: The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them, individually, from the Assignor.

With respect to the fees of the Assignee referred to in the aforementioned paragraph **FIRST** hereinabove, Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) An administration fee computed on the basis of the total monies handled in connection with this Assignment and for the assembly, inventorying, collection and liquidation of the assets assigned, in accordance with the following schedule, to wit: the greater of a minimum fee of \$30,000, or a fee of 8% shall apply; (There shall be excluded from the foregoing, however, monies received or disbursed in connection with and incidental to any actual continuing operation of the business assigned, as distinguished from monies received in connection with the collection and liquidation of the assets assigned.); (b) a fee of 1.5% shall be charged on disbursements to secured and priority creditors and, (c) a fee of 4% shall be charged on distributions to general creditors.

The Assignee shall be entitled to reimbursement of all expenses incurred as a result of its administration out of the proceeds generated therefrom.

In addition to all the foregoing fees and charges, the Assignor expressly agrees that the Assignee shall be entitled to a further fee equal to any and all interest earned and received by the Assignee on any trust and other funds in its hands and arising from this assignment.

In an addition to all of the foregoing, when applicable, in the opinion of the Board of Directors of Assignee, an additional and reasonable fee may be taken for special, unusual, or extraordinary services actually performed by Assignee in connection with the operation, management, preservation, or administration of the property of the Assignment; and, in this connection the Board of Directors of the Assignee corporation, or the President of the Assignee corporation, is hereby given the right and discretion to determine the nature and extent of such special, unusual or extraordinary services, and the amount of additional fees in connection therewith.

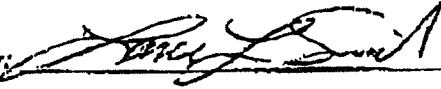
The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.

Any contract, liability, or obligation made by Assignee in connection with the administration of this agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

Assignor as to all existing creditors extends the statute of limitations upon their respective claims for a period of one year from the date hereof.

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominee or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

By:  _____

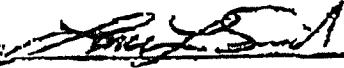
By: _____

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA
a California corporation, doing business as
CMA BUSINESS CREDIT SERVICES

By: _____

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominee or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

By: 

By: _____

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA
a California corporation, doing business as
CMA BUSINESS CREDIT SERVICES

By: 

ROBERT J. HODER, SECRETARY

CONSENT OF DIRECTORS TO HOLD MEETING

3080 NORTH FIRST Street, San Jose, California

May 13, 2002

We, the undersigned, being all of the directors of the OmniShift Technologies a corporation, organized under the laws of the State of Delaware, assembled this day at the office of the Corporation at San Jose, California, do hereby consent that a meeting of said directors be held at this time and place for the transaction of such business as may come before the meeting, and waive any notice of said meeting.

MINUTES OF THE MEETING

3080 North First Street San Jose, California, May 13, 2002

At a meeting of the directors of the OmniShift Technologies a corporation, held at the office of the Company

at 30 California, at

1:30 o'clock P M., the following directors were present:

Ajay Raza, Don Basile, Wayne Berglund,
Lucky Shah, Sridhar Ramkrishnan

Absent:

The President announced that the purpose of the meeting was to consider the financial condition of the company and the advisability of making a general assignment for the benefit of creditors.

On motion by Don Basile seconded by Ajay Raza the following resolution was adopted, to-wit:

BE IT RESOLVED:

That any two of the officers of this corporation be, and are, hereby authorized and directed by the directors of this company, in meeting assembled, to make an assignment of all assets of the corporation to Credit Managers Association of California, a California corporation, of Burbank, California, doing business as CMA Business Credit Services, for the pro rata benefit of all creditors of this corporation, and that any two officers be, and they are hereby authorized and directed to execute said assignment containing such provisions as may be agreed upon between them and said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit

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Services (Assignee), and they are also authorized and directed to execute and deliver to said Credit Managers Association of California, a California corporation, doing business as CMA Business Credit Services (Assignee), such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect.

BE IT FURTHER RESOLVED:

That said assignee for the benefit of creditors be, and it hereby is, authorized to execute and file and prosecute on behalf of this corporation all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from this corporation and any one officer of this corporation be, and it is, hereby authorized and directed to make, execute and deliver in favor of such person as may be designated by the assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of this corporation.

There being no further business to come before the directors, the meeting adjourned subject to the call of the President or Vice-President.

Lance L. Smith
President

I, Lance L. Smith President of the Omnisoft Technologies, a corporation, do hereby certify

that the foregoing is a true and correct copy of the minutes of the meeting of directors held in San Jose at the place and hour stated and that the resolution contained in said minutes was adopted by the directors at said meeting and the same has not been modified or rescinded.

Dated May 13 2002



Lance L. Smith
President

CONSENT TO ASSIGNMENT BY STOCKHOLDERS

We, the undersigned, being owners and holders of 21,647,201 shares of stock, being more than 50% of the subscribed and issued stock of Omnisoft Technologies a corporation, do hereby give our consent to the within assignment and transfer of the property of said corporation.

NAME	SHARES HELD	
Karza Foundries, Inc.	15,071,201	54.32%
Lucky Shah	2,448,000	8.82%
Sridhar Rameshkrishnan	4,128,000	14.88%
	<u>21,647,201</u>	<u>78.02%</u>

SUPPLEMENT TO THE GENERAL ASSIGNMENT

THIS SUPPLEMENT TO THE GENERAL ASSIGNMENT (this "Supplement"), made this 14 day of May, 2002, By OMNISHIFT TECHNOLOGIES, INC., a Delaware corporation, located at San Jose, California, FEDERAL TAX IDENTIFICATION NUMBER: 77-0540818 party of the first part, hereinafter referred to as "Assignor," to Credit Managers Association of California, doing business as CMA Business Credit Services, a California corporation, located at 40 East Verdugo Avenue, Burbank, California 91502, party of the second part, hereinafter referred to as "Assignee." All capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1 of this Assignment.

I. DEFINITIONS

For the purposes of this Supplement, the following terms will have the meanings ascribed to them in this Section 1:

- 1.1 "Assigned IP Property" shall have the meaning set forth in Section 2.1 hereof.
- 1.2 "AutoDesk License Agreement" means the license agreement entered into by and between Assignor and AutoDesk on or about June 1, 2001, and amended on or about December 17, 2001 and again on or about March 1, 2002.
- 1.3 "CMA Buyer" shall have the meaning set forth in Section 3.2 hereof.
- 1.4 "Hardware" means the hardware set forth in Schedule 5 of Exhibit A attached hereto.
- 1.5 "Patents" shall mean the patent applications and registrations set forth in Schedule 3 of Exhibit A, and all other rights and property described in Section 2.1(d) hereof.
- 1.6 "Proprietary Information" means any confidential or proprietary information, know-how and trade secrets described or comprised in or relating to the Proprietary Products, Hardware, Third Party Products, Patents, and the general business operations of Assignor, that is not in the public domain or regularly disclosed by Assignor to third parties without confidentiality restrictions, including, without limitation, (a) research, product plans, developments, inventions, discoveries, processes, formulas, algorithms, technology, designs, drawings and business strategies and plans used in and material to or necessary for the operation or use of the Proprietary Products and Third Party Products, (b) all existing business and marketing records for the Proprietary Products, Third Party Products, and Patents, including, without limitation, accounting and operating records, asset ledgers, inventory records, budgets, databases, customer lists, employment and consulting agreements, supplier lists, files, books, correspondence and mailing lists, promotional and advertising materials and brochures and other business records; (c) all business information relating to the AutoDesk License Agreement; and (d) all rights and property described in Section 2.1(b) hereof.
- 1.7 "Proprietary Products" means the products set forth in Schedule 1 of Exhibit A, including, without limitation, (a) any software and firmware relating thereto, in object and source code formats and all user manuals, reference manuals and other documentation and materials relating thereto; (b) any derivative works, foreign language versions, fixes, upgrades, updates,

enhancements, new versions or previous versions thereof; (c) all media and other tangible property necessary for the transfer thereof from Assignor to Assignee; and (d) all rights and property described in Section 2.1(a) hereof.

1.8 "Third Party Products" means the products set forth in Schedule 2 of Exhibit A, including, without limitation, (a) any software and firmware relating thereto, in object and source code formats and all user manuals, reference manuals and other documentation and materials relating thereto; (b) any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof provided by the third-party licensor of such products to Assignor; (c) all rights of Assignor under express or implied warranties from third-party licensors or suppliers with respect to such products; (d) all media and other tangible property necessary for the transfer of such products from Assignor to Assignee; and (e) all rights and property described in Section 2.1(c) hereof.

2. ASSIGNMENT

2.1 Assignment of Intellectual Property Rights and Other Property. Without limiting the generality of the assignments set forth in the General Assignment, which is being supplemented hereby, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee and its successors and assigns the following property (the "Assigned IP Property"):

(a) Proprietary Products. All of Assignor's rights, title and interests of every kind and character throughout the world in and to the Proprietary Products to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in patents, copyrights, moral rights, trademarks, trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Products. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignee may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Products.

(b) Proprietary Information. All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Proprietary Information to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in copyrights, moral rights, trade secrets, know-how and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or

violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Information. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignee may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Information.

(c) **Third Party Products.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Third Party Products and any license agreements related thereto to the full extent of its rights or interest therein (if any). Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignor may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Third Party Products and any license agreements related thereto.

(d) **Patents.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Patents to the full extent of its ownership or interest therein, including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); all of Assignor's rights in the obligations, responsibilities and/or duties of the inventor(s) of the Patents to assist Assignor in prosecuting the Patents before any governmental patent office or authority (including, but not limited to, the right of Assignor to solely prosecute the Patents without the assistance or involvement of the inventor(s) of such Patents); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. The Parties agree to have executed and file with the United States Patent and Trademark Office the confirmatory assignment with respect to the Patents attached hereto as Schedule 4 to Exhibit A hereto. Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignor may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.

(e) **Hardware.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Hardware and any license agreements related thereto to the full extent of Assignor's rights or interest therein (if any). Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as Assignor may in its sole discretion deem necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Hardware and any license agreements related thereto.

2.2 Later Acquired or Enlarged Rights. In the event that Assignor hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Assigned IP Property than that assigned or licensed hereunder, such later-acquired rights will automatically be subject to the General Assignment such that such rights are assigned or licensed to Assignee hereunder as if Assignor had possessed them on the effective date of the General Assignment.

2.3 Appointment. In the event that Assignee is unable for any reason whatsoever, to secure Assignor's signature to any document Assignor is required to execute pursuant to Section 2.1 hereof to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned IP Property, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2.3 with the same legal force and effect as if executed by Assignor. Such designation and appointment shall pass to the CMA Buyer upon completion of the sale of the Assigned IP Property to the CMA Buyer, whereby the CMA Buyer and its duly authorized officers and agents shall be designated and appointed Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2.3 with the same legal force and effect as if executed by Assignor.

3. REPRESENTATIONS AND WARRANTIES

3.1 Omnishift represents and warrants:

(a) Authority. That Omnishift has the full power and authority to enter into this Supplement and the General Assignment and to perform its obligations hereunder and thereunder, and that the performance of such obligations will not conflict with or result in a breach of any agreement to which Omnishift is a party or is otherwise bound. Omnishift will not execute any agreement inconsistent with the General Assignment or this Supplement or to the detriment of any Assigned IP Property being assigned by the Assignment.

(b) Title. That Omnishift is the lawful owner and/or licensor of all rights, title and interests in and to the Assigned IP Property assigned pursuant to the General Assignment and this Supplement and has the unrestricted right to assign the Assigned IP Property free and clear of any encumbrances, liens, registrations or claims of any nature.

(c) Complete Assignment. That there are no ideas, processes, inventions, discoveries, patents, copyrights, technology, records or data pertaining to the Assigned IP Property that are excluded from the operation of the General Assignment or this Supplement.

(d) Non-Infringement. That (i) the Assigned IP Property does not infringe, misappropriate or violate any intellectual property or other right of any third party, (ii) there is no basis for a claim of such infringement, misappropriation or violation; and (iii) no other person or entity is infringing, and no intellectual property owned or used by another person or entity infringes or conflicts with, any of the Assigned IP Property assigned pursuant to the General Assignment and this Supplement.

(e) Confidentiality. That Omnishift has taken all measures and precautions reasonably necessary to protect the confidentiality and value of the Assigned IP Property.

(f) Deliverables. That, as of the date on which the General Assignment is made, Omnishift has delivered to CMA all media, including, without limitation, all disks, tapes,

CDs and other tangible property necessary for the transfer of the Assigned IP Property from Omnishift to CMA pursuant to the terms and conditions of the General Assignment and this Supplement.

(g) Conformance With Law. That the Assigned IP Property complies with all applicable governmental regulations, rules and guidelines.

3.2 Omnishift makes the representations and warranties set forth in this Section 3 for the direct benefit of CMA and any person or entity to whom CMA sells or assigns the Assigned IP Property (the "CMA Buyer"), and to induce the CMA Buyer to purchase the Assigned IP Property; and Omnishift agrees that such representations and warranties, and each and every obligation of Omnishift under this Supplement, shall be enforceable by the CMA Buyer as an express, direct third-party beneficiary with respect thereto. The rights and remedies of the CMA Buyer as third-party beneficiary of this Supplement are in addition to, and shall in no way limit, the rights and remedies available to the CMA Buyer as an assignee of CMA under the General Assignment and this Supplement.

3.3 Omnishift agrees to execute and deliver to CMA or the CMA Buyer (as applicable) all instruments and documents, and to take all such further action, as may be requested by CMA or the CMA Buyer (as applicable) for the better assuring and confirming to CMA or the CMA Buyer (as applicable) all or any part of the Assigned IP Property or to facilitate the carrying out of this Supplement and the General Assignment. Omnishift hereby irrevocably appoints CMA and the CMA Buyer (as applicable) in its name, place and stead, in any and all capacities, if Omnishift fails to perform hereunder or under the General Assignment, to do any and all acts that Omnishift is obligated hereby or thereby to do, all for the purpose described in the preceding sentence.

4. GENERAL PROVISIONS

4.1 Applicable Law. THIS SUPPLEMENT AND THE GENERAL ASSIGNMENT HAVE BEEN EXECUTED AND DELIVERED IN THE STATE OF CALIFORNIA AND WILL BE GOVERNED AND CONSTRUED FOR ALL PURPOSES IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS THAT MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

4.2 Headings. Section headings in this Supplement are included herein for convenience of reference only and shall not constitute a part of this Supplement for any other purpose or be given any substantive effect.

[Signature Page to Follow]

Extraction Copy

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

OMNISHIFT TECHNOLOGIES, INC., Delaware corporation:

By: 

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA a California corporation, doing business as CMA BUSINESS CREDIT SERVICES:

By: 

ROBERT J. HODER, SECRETARY

ln-566367

6

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

OMNISHIFT TECHNOLOGIES, INC., Delaware corporation:

By: _____

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA a California corporation, doing business as CMA BUSINESS CREDIT SERVICES:

By:  _____

ROBERT J. HOOPER, SECRETARY

Execution Copy

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

OMNISHIFT TECHNOLOGIES, INC., Delaware corporation:

By: 

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA a California corporation, doing business as CMA BUSINESS CREDIT SERVICES:

By: _____

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PATENT
REEL: 029359 FRAME: 0391

Execution Copy

EXHIBIT A

INTELLECTUAL PROPERTY AND OTHER PROPERTY BEING ASSIGNED
BY THE GENERAL ASSIGNMENT AND SUPPLEMENT ARE SET FORTH IN SCHEDULES 1
THROUGH 5

1a-566267

A-1

SCHEDULE 2

THIRD PARTY PRODUCTS

MSDN Enterprise License
Visual Studio
Exabyte Backup System Software
Operating System Licenses for the Hardware
MS Exchange Server
Webgain - 3 or 4 seats
InstallShield 3 or 4 seats
RAR
Perforce - approx. 40 seats

1a-566367

S2-1

SCHEDULE 3
PATENTS & PATENT APPLICATIONS

Patent No.	US Serial No.	Date Filed	Title
OMNI-0001PR	60/201,607	May 3, 2000	Method for Efficiently and Securely Delivering Computer Applications Over a Network
OMNI-0002	09/784,699	February 14, 2001	Intelligent Network Streaming and Execution System for Conventionally Coded Applications
OMNI-0003	09/858,260	May 15, 2001	Client-Side Performance Optimization System for Streamed Applications
OMNI-0004	10/005,729	November 6, 2001	Optimized Server for Streamed Applications
OMNI-0005	09/826,607	April 5, 2001	Conventionally Coded Application Conversion System for Streamed Delivery and Execution
OMNI-0006	09/827,030	April 5, 2001	Client Installation and Execution System for Streamed Applications
OMNI-0007	10/010,147	November 6, 2001	Network Caching System for Streamed Applications
OMNI-0008	09/847,813	May 1, 2001	Anti-Piracy System for Remotely Served Computer Applications
OMNI-009PR	60/246,384	November 6, 2000	Adaptively Optimized Network Streamed Execution of Conventionally Coded Applications

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SCHEDULE 4

CONFIRMATORY PATENT ASSIGNMENT FORM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, Omnishift Technologies, Inc. a San Jose, California corporation, with offices at San Jose, California ("ASSIGNOR") owns certain patent applications and/or registrations, as set forth in Attachment 1, attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, Credit Managers Association of California, doing business as CMA Business Credit Services, a California corporation, with its principal place of business at 40 East Verdugo Avenue, Burbank, California 91502 ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Sales and Assignment Agreement, dated April , 2002, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS; including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 13 day of May, 2002.

By: Lance L. Smith
Name: Lance L. Smith
Title: President

STATE OF California

COUNTY OF Santa Clara) ss.

On 14th of May, 2002 before me, the undersigned notary public in and for said County and State, personally Lance L. Smith appeared.

[Signature]

personally known to me [or]
 proved to me on the basis of satisfactory evidence

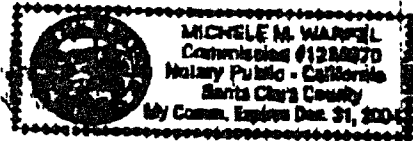
to be the person(s) whose name(s) Lance L. Smith subscribed to the within instrument and acknowledged to me that Lance L. Smith executed the same in document authorized capacity(ies) and that, by Lance L. Smith signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

[Signature]

My commission expires on

12-31-2004



ATTACHMENT 1

PATENTS & PATENT APPLICATIONS

Patent No.	U.S. Serial No.	Date Filed	Title
OMNI-0001PR	60/201,607	May 3, 2000	Method for Efficiently and Securely Delivering Computer Applications Over a Network
OMNI-0002	09/784,699	February 14, 2001	Intelligent Network Streaming and Execution System for Conventionally Coded Applications
OMNI-0003	09/858,260	May 15, 2001	Client-Side Performance Optimization System for Streamed Applications
OMNI-0004	10/005,729	November 6, 2001	Optimized Server for Streamed Applications
OMNI-0005	09/826,607	April 5, 2001	Conventionally Coded Application Conversion System for Streamed Delivery and Execution
OMNI-0006	09/827,030	April 5, 2001	Client Installation and Execution System for Streamed Applications
OMNI-0007	10/010,147	November 6, 2001	Network Caching System for Streamed Applications
OMNI-0008	09/847,813	May 1, 2001	Anti-Piracy System for Remotely Served Computer Applications
OMNI-009PR	60/246,384	November 6, 2000	Adaptively Optimized Network Streamed Execution of Conventionally Coded Applications

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SCHEDULE 5

HARDWARE

LIST OF HARDWARE TO BE TRANSFERRED PURSUANT TO THIS AGREEMENT:

Description	Serial Number
400/800GB 8MM MAMMOTH LVD 1DR 20SLOT EXB220R	11014216
Dell PowerEdge 2400 Base, P3K 600MHz Processor w/256K, 133 Cache	569200B
Dell PowerEdge 2400 Base, P3K 600MHz Processor w/256K, 133 Cache	7B9200B
Dell PowerEdge 2400 Base, Dual P3K 600MHz Processor w/256K, 133 Cache	DVL200B
Dell PowerEdge 2400 Base, Dual P3K 600MHz Processor w/256K, 133 Cache	FKR620B
Dell PowerEdge 2450 Base, P3, 733MHz Processor w/256K Cache	32JB301
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TEBQ
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TEBR
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TEBT
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TECB
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	1S03001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	2S03001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	3S03001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	DWJW001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	JR03001
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	3KY520B
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	CXJW001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	DXJW001
Rack for Dell PowerEdge Base, Black, Factory Install	HQC100B
Rack for Dell PowerEdge Base, Black, Factory Install	DCYH20B
Cisco C3524-XL-EN 24PT	SFAA0404J0K

Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	M 3B6G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	496G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	596G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	72JB301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	B2JB301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	F96G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	G96G301
Dell IU LCD panel/keyboard Rack for Dell PowerEdge Base, Black, Factory Install, Smartups 3000 Backup tapes of source code	H53F301

EXHIBIT D

CONFIRMATORY PATENT ASSIGNMENT FORM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, CMA Business Credit Services, a California corporation, with offices at 40 East Verdugo Avenue, Burbank, California 91502 ("ASSIGNOR") owns certain patent applications and/or registrations, as set forth in Attachment I attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, Endeavors Technology, Inc., a California corporation organized, with offices at 19700 Fairchild Road, Suite 200, Irvine, California 92612 ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Sales and Assignment Agreement, dated May __, 2002, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this ___ day of _____, 2002.

By: 

Name: ROBERT J. HODER, SECRETARY

Title: _____

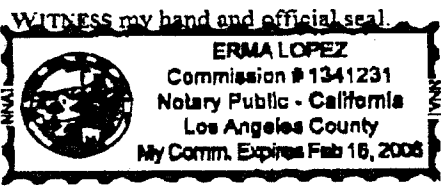
[STATE OF California)

COUNTY OF Los Angeles)ss.

On May 10, 2003, before me, the undersigned notary public in and for said County and State, personally appeared Robert Herice

X personally known to me (or)
_____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies) and that, by his signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.



Erma Lopez
My commission expires on FEB 16, 2006

SCHEDULE 1

PROPRIETARY PRODUCTS

SOURCE CODE AND REVISION HISTORY:

(EXECUTABLES FOR THE SOURCES BELOW INCLUDE RELEASE VERSIONS 1.3 AND 1.5)

- XNet Application Set Server, which streams the requested portions of the XNet Application Set to subscribers.
- XNet Software Licensing and Metering (SLIM) Server, which manages subscriber licenses and meters application usage.
- XNet Data Server, which provides subscribers with the option of storing their application data files in the XNet Universal WorkSpace for ubiquitous access.
- XNet Database Server, which houses subscriber profile and billing (usage) information.
- XNet Web Server, which provides a customizable Web interface through which service providers can provision, manage, and maintain subscriber accounts, manage XNet Application Sets, and gain access to usage and performance information.
- XNet Monitoring Server, which ensures continuous availability of the Application Set and SLIM servers.
- XNet Client, which manages the application environment within the XNet Universal WorkSpace.
- XNet Cache System, which brings the functionality of the XNet Application Set Server to the very edge of the Internet. The XNet Cache is embedded in third-party devices (hardware servers, routers, firewalls, and Internet appliances) that can be configured and deployed in a variety of ways, depending upon the capabilities and the design of the device itself.

ADDITIONAL PROPRIETARY PRODUCTS:

- Build System Configuration and Scripts
- Published Application Sets
- User Documentation
- Server Installation Procedures and Scripts
- MS Exchange Discussion Group Data
- QA and Test Procedure Documents

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