

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	ASSIGNMENT																				
<b>CONVEYING PARTY DATA</b>																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Errol KENDALL</td> <td>12/14/2012</td> </tr> <tr> <td>James C. BROOKS Jr.</td> <td>12/15/2012</td> </tr> <tr> <td>ERNST &amp; YOUNG LLP</td> <td>02/26/2002</td> </tr> <tr> <td>Douglas A. FRENCH</td> <td>02/20/2002</td> </tr> <tr> <td>Francis DE REGNAUCOURT</td> <td>02/28/2002</td> </tr> <tr> <td>Anson J. GLACY Jr.</td> <td>07/30/2002</td> </tr> <tr> <td>Robert W. STEIN</td> <td>02/21/2002</td> </tr> <tr> <td>Sharyn R. KOHEN</td> <td>03/08/2002</td> </tr> <tr> <td>Charles L. RATNER</td> <td>02/28/2002</td> </tr> </tbody> </table>		Name	Execution Date	Errol KENDALL	12/14/2012	James C. BROOKS Jr.	12/15/2012	ERNST & YOUNG LLP	02/26/2002	Douglas A. FRENCH	02/20/2002	Francis DE REGNAUCOURT	02/28/2002	Anson J. GLACY Jr.	07/30/2002	Robert W. STEIN	02/21/2002	Sharyn R. KOHEN	03/08/2002	Charles L. RATNER	02/28/2002
Name	Execution Date																				
Errol KENDALL	12/14/2012																				
James C. BROOKS Jr.	12/15/2012																				
ERNST & YOUNG LLP	02/26/2002																				
Douglas A. FRENCH	02/20/2002																				
Francis DE REGNAUCOURT	02/28/2002																				
Anson J. GLACY Jr.	07/30/2002																				
Robert W. STEIN	02/21/2002																				
Sharyn R. KOHEN	03/08/2002																				
Charles L. RATNER	02/28/2002																				
<b>RECEIVING PARTY DATA</b>																					
Name:	EFFICIENT MARKETS CORPORATION																				
Street Address:	P.O. BOX 52758																				
City:	Atlanta																				
State/Country:	GEORGIA																				
Postal Code:	30355																				
<b>PROPERTY NUMBERS Total: 2</b>																					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12591558</td> </tr> <tr> <td>Patent Number:</td> <td>7634420</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12591558	Patent Number:	7634420														
Property Type	Number																				
Application Number:	12591558																				
Patent Number:	7634420																				
<b>CORRESPONDENCE DATA</b>																					
Fax Number:	2024967756																				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																					
Phone:	(202) 496-7500																				
Email:	miaip@mckennalong.com																				
Correspondent Name:	MCKENNA LONG & ALDRIDGE LLP																				
Address Line 1:	1900 K STREET, NW																				

Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20006-1108

ATTORNEY DOCKET NUMBER:

1986.004.20; 1986.004.00

NAME OF SUBMITTER:

Randall C. Pyles

**Total Attachments: 29**

source=1986\_004\_20\_Assignment#page1.tif  
source=1986\_004\_20\_Assignment#page2.tif  
source=1986\_004\_20\_Assignment#page3.tif  
source=1986\_004\_20\_Assignment#page4.tif  
source=1986\_004\_20\_Assignment#page5.tif  
source=1986\_004\_20\_Assignment#page6.tif  
source=1986\_004\_20\_Assignment#page7.tif  
source=1986\_004\_20\_Assignment#page8.tif  
source=1986\_004\_20\_Assignment#page9.tif  
source=1986\_004\_20\_Assignment#page10.tif  
source=1986\_004\_20\_Assignment#page11.tif  
source=1986\_004\_20\_Assignment#page12.tif  
source=1986\_004\_20\_Assignment#page13.tif  
source=1986\_004\_20\_Assignment#page14.tif  
source=1986\_004\_20\_Assignment#page15.tif  
source=1986\_004\_20\_Assignment#page16.tif  
source=1986\_004\_20\_Assignment#page17.tif  
source=1986\_004\_20\_Assignment#page18.tif  
source=1986\_004\_20\_Assignment#page19.tif  
source=1986\_004\_20\_Assignment#page20.tif  
source=1986\_004\_20\_Assignment#page21.tif  
source=1986\_004\_20\_Assignment#page22.tif  
source=1986\_004\_20\_Assignment#page23.tif  
source=1986\_004\_20\_Assignment#page24.tif  
source=1986\_004\_20\_Assignment#page25.tif  
source=1986\_004\_20\_Assignment#page26.tif  
source=1986\_004\_20\_Assignment#page27.tif  
source=1986\_004\_20\_Assignment#page28.tif  
source=1986\_004\_20\_Assignment#page29.tif

## Assignment of Application

WHEREAS, I (WE)	KENDALL, Errol; BROOKS, James C.		
			, respectively,
have invented certain new and useful improvements in:			
<b>SYSTEM FOR APPRAISING LIFE INSURANCE AND ANNUITIES</b>			
for which a Letters Patent was granted			

(Patent No.	7,634,420	, Granted	December 15, 2009	), and
WHEREAS,	Efficient Markets Corporation			
(hereinafter referred to as "ASSIGNEE") having a place of business at:				
P.O. Box 52758, Atlanta, Georgia 30355				


is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;

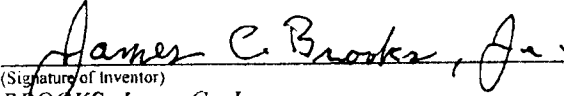
NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, I (WE), by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right to the said invention in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any and all Letters patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations, substitutions and renewals thereof.

I (WE) hereby authorize and request the Patent Office Officials in the United States and Its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of my (our) entire right, title and interest in and to the same, for the sole use and behalf of said ASSIGNEE, its (his) successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me (us) had this Assignment and sale not been made.

Further, I (WE) agree that I (WE) will communicate to said ASSIGNEE or its (his) representatives any facts known to me (us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid said ASSIGNEE, its (his) successors and assigns, to obtain and enforce proper protection for said invention in the United States and its territorial possessions and in any and all foreign countries.

The undersigned hereby grant(s) the firm of McKenna Long & Aldridge LLP, Attorneys at Law, 1900 K Street, N.W., Washington, D.C. 20006 the power to insert on this assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Date: 12/14/2012   
(Signature of Inventor)  
KENDALL, Errol

Date: 12/15/2012   
(Signature of Inventor)  
BROOKS, James C., Jr.

McKenna Long & Aldridge LLP  
Attorneys At Law  
1900 K Street, N.W.  
Washington, D.C. 20006

## ASSIGNMENT

WHEREAS, we, Douglas A. French, Francis De Regnaucourt, Anson J. Glacy, Jr., Robert W. Stein, Sharyn R. Kohen, and Charles L. Ratner have developed certain inventions described in a patent application entitled "System for Appraising Life Insurance and Annuities" filed on December 21, 2001 and having U.S. Application Number 10/024,585, having full right to convey their entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, Ernst & Young LLP ("Assignee") is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned do hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, their entire right, title and interest throughout the world in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any applications to which the aforesaid application claims priority; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

The undersigned further agree, without any further payment or compensation by said Assignee or its successors and assigns, to communicate to said Assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

*[remainder of this page intentionally left blank]*

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals on the date after their signatures.

[Signature]  
Douglas A. French

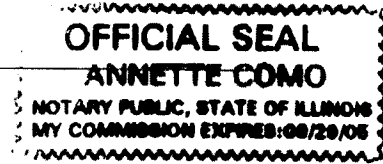
2/20/02  
Date

State of Illinois )  
)

On this the 20th day of February, 2002 before me personally appeared Douglas A. French, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

[Signature]  
Notary Public

My commission expires \_\_\_\_\_



\_\_\_\_\_  
Francis De Regnaucourt

\_\_\_\_\_  
Date

State of \_\_\_\_\_ )  
)

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Francis De Regnaucourt, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Anson J. Glacy, Jr.

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Anson J. Glacy, Jr., to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Robert W. Stein

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Robert W. Stein, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Sharyn R. Kohen

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Sharyn R. Kohen, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Charles L. Ratner

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Charles L. Ratner, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



## ASSIGNMENT

WHEREAS, we, Douglas A. French, Francis De Regnaucourt, Anson J. Glacy, Jr., Robert W. Stein, Sharyn R. Kohen, and Charles L. Ratner have developed certain inventions described in a patent application entitled "System for Appraising Life Insurance and Annuities" filed on December 21, 2001 and having U.S. Application Number 10/024,585, having full right to convey their entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, Ernst & Young LLP ("Assignee") is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned do hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, their entire right, title and interest throughout the world in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any applications to which the aforesaid application claims priority; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

The undersigned further agree, without any further payment or compensation by said Assignee or its successors and assigns, to communicate to said Assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

*[remainder of this page intentionally left blank]*

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals on the date after their signatures.

\_\_\_\_\_  
Douglas A. French

\_\_\_\_\_  
Date

State of \_\_\_\_\_ )  
\_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Douglas A. French, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

  
\_\_\_\_\_  
Francis de Regnaucourt

2/28/02

\_\_\_\_\_  
Date

State of \_\_\_\_\_ )  
\_\_\_\_\_ )

On this the 28th day of February, 2002 before me personally appeared Francis de Regnaucourt, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

  
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

SYLVESTER R. DELITTO  
Notary Public, State of New York  
No. 02DE003428  
Qualified in New York County  
My Commission Expires March 2, 2002

\_\_\_\_\_  
Anson J. Glacy, Jr.

\_\_\_\_\_  
Date

State of \_\_\_\_\_ )  
  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Anson J. Glacy, Jr., to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Robert W. Stein

\_\_\_\_\_  
Date

State of \_\_\_\_\_ )  
  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Robert W. Stein, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Sharyn R. Kohen

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Sharyn R. Kohen, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Charles L. Ratner

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Charles L. Ratner, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

## ASSIGNMENT

WHEREAS, we, Douglas A. French, Francis De Regnaucourt, Anson J. Glacy, Jr., Robert W. Stein, Sharyn R. Kohen, and Charles L. Ratner have developed certain inventions described in a patent application entitled "System for Appraising Life Insurance and Annuities" filed on December 21, 2001 and having U.S. Application Number 10/024,585, having full right to convey their entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever, and

WHEREAS, Ernst & Young LLP ("Assignee") is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned do hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, their entire right, title and interest throughout the world in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any applications to which the aforesaid application claims priority; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

The undersigned further agree, without any further payment or compensation by said Assignee or its successors and assigns, to communicate to said Assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

*[remainder of this page intentionally left blank]*

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals on the date after their signatures.

\_\_\_\_\_  
Douglas A. French

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Douglas A. French, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Francis De Regnaucourt

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Francis De Regnaucourt, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Anson J. Glacy, Jr.  
Anson J. Glacy, Jr.

7/30/02  
Date

State of Connecticut )  
)

On this the 30<sup>th</sup> day of July, 2002 before me personally appeared Anson J. Glacy, Jr., to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

SUSAN F. OFFEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31, 2004

Susan F. Offen  
Notary Public

My commission expires 7-31-04

\_\_\_\_\_  
Robert W. Stein

\_\_\_\_\_  
Date

State of \_\_\_\_\_ )  
)

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Robert W. Stein, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Sharyn R. Kohen

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Sharyn R. Kohen, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Charles L. Ratner

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Charles L. Ratner, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



## ASSIGNMENT

WHEREAS, we, Douglas A. French, Francis De Regnaucourt, Anson J. Glacy, Jr., Robert W. Stein, Sharyn R. Kohen, and Charles L. Ratner have developed certain inventions described in a patent application entitled "System for Appraising Life Insurance and Annuities" filed on December 21, 2001 and having U.S. Application Number 10/024,585, having full right to convey their entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, Ernst & Young LLP ("Assignee") is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned do hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, their entire right, title and interest throughout the world in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any applications to which the aforesaid application claims priority; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

The undersigned further agree, without any further payment or compensation by said Assignee or its successors and assigns, to communicate to said Assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

*[remainder of this page intentionally left blank]*





## ASSIGNMENT

WHEREAS, we, Douglas A. French, Francis De Regnacourt, Anson J. Glacy, Jr., Robert W. Stein, Sharyn R. Kohen, and Charles L. Ratner have developed certain inventions described in a patent application entitled "System for Appraising Life Insurance and Annuities" filed on December 21, 2001 and having U.S. Application Number 10/024,585, having full right to convey their entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, Ernst & Young LLP ("Assignee") is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned do hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, their entire right, title and interest throughout the world in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any applications to which the aforesaid application claims priority; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

The undersigned further agree, without any further payment or compensation by said Assignee or its successors and assigns, to communicate to said Assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

*[remainder of this page intentionally left blank]*



\_\_\_\_\_  
Anson J. Glacy, Jr.

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Anson J. Glacy, Jr., to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Robert W. Stein

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Robert W. Stein, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Sharyn R. Kohen  
Sharyn R. Kohen

3/8/02  
Date

State of New York )  
)

On this the 8th day of March, 2002 before me personally appeared Sharyn R. Kohen, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

Robert W. Lehrburger  
Notary Public  
ROBERT W. LEHRBURGER  
Notary Public, State of New York  
No. 31-4963962  
Qualified In New York County  
Commission Expires March 19, 2002  
My commission expires 3/19/02

\_\_\_\_\_  
Charles L. Ratner

\_\_\_\_\_  
Date

State of )  
)

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Charles L. Ratner, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

## ASSIGNMENT

WHEREAS, we, Douglas A. French, Francis De Regnaucourt, Anson J. Glacy, Jr., Robert W. Stein, Sharyn R. Kohen, and Charles L. Ratner have developed certain inventions described in a patent application entitled "System for Appraising Life Insurance and Annuities" filed on December 21, 2001 and having U.S. Application Number 10/024,585, having full right to convey their entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, Ernst & Young LLP ("Assignee") is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned do hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, their entire right, title and interest throughout the world in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any applications to which the aforesaid application claims priority; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

The undersigned further agree, without any further payment or compensation by said Assignee or its successors and assigns, to communicate to said Assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

*[remainder of this page intentionally left blank]*





\_\_\_\_\_  
Anson J. Glacy, Jr.

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Anson J. Glacy, Jr., to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Robert W. Stein

\_\_\_\_\_  
Date

State of                    )  
                                  )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2002 before me personally appeared Robert W. Stein, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



**Assignment of Application**

WHEREAS, Ernest & Young LLP ("E&Y") is the owner of certain rights in and to an one or more inventions for which an application for Letters Patent having U.S. Application Number 10/024,585 was filed by Efficient Markets Corporation ("EMC") on December 21, 2001;

WHEREAS, E&Y and EMC entered into an Engagement Letter dated February 27, 2001 (the "Agreement"), Section 4 of which is attached hereto as Exhibit A; and

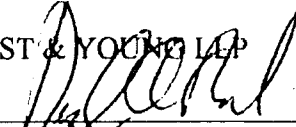
WHEREAS, EMC is desirous of acquiring from E&Y such right, title and interest in and to said inventions, and in and to any Letters Patent that may be granted therefore in the United States and its territorial possessions and in any and all foreign countries, to the extent the Agreement provides by its terms;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, E&Y, by these presents does sell, assign and transfer unto EMC, such rights to the said inventions in the United States and its territorial possessions and in all foreign countries, and such rights, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and divisions, reissues, continuations, substitutions and renewals thereof, as the terms of the Agreement so require and only to such extent. It is acknowledge and agreed that this Assignment of Application does not modify or otherwise alter any of the terms of the Agreement or otherwise waive or limit any rights either E&Y or EMC might have thereunder, including, without limitation, any rights in and to "Prior E&Y Technical Elements", "Prior EMC Technical Elements", and "Project E&Y Technical Elements" (as those terms are defined in Section 4 of the Agreement attached hereto as Exhibit A).

E&Y hereby authorizes and requests the Patent Office Officials in the United States and Its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to EMC, as the assignee of such right, title and interest as E&Y hereby assigns (and no more), for the use and behalf of EMC, its successors and assigns, to the full end of the term for which said Letters Patent may be granted.

In all Patent Offices in the United States and Its territorial possessions and any and all foreign countries in which EMC records this Assignment of Application, EMC shall also record at the same time the Assignment by Douglas A. French, Francis De Regnaucourt and Anson J. Glacy to E&Y, a copy of which has been provided EMC.

Notwithstanding anything herein to the contrary, this Assignment of Application shall be made part of, and subject to the terms of, the Agreement.

ERNST & YOUNG LLP  
By:   
Name: DOUGLAS A FRENCH  
Title: MANAGING PARTNER  
Date: 2/20/02

EFFICIENT MARKETS CORPORATION  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Assignment of Application**

WHEREAS, Ernest & Young LLP ("E&Y") is the owner of certain rights in and to an one or more inventions for which an application for Letters Patent having U.S. Application Number 10/024,585 was filed by Efficient Markets Corporation ("EMC") on December 21, 2001;

WHEREAS, E&Y and EMC entered into an Engagement Letter dated February 27, 2001 (the "Agreement"), Section 4 of which is attached hereto as Exhibit A; and

WHEREAS, EMC is desirous of acquiring from E&Y such right, title and interest in and to said inventions, and in and to any Letters Patent that may be granted therefore in the United States and its territorial possessions and in any and all foreign countries, to the extent the Agreement provides by its terms;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, E&Y, by these presents does sell, assign and transfer unto EMC, such rights to the said inventions in the United States and its territorial possessions and in all foreign countries, and such rights, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and divisions, reissues, continuations, substitutions and renewals thereof, as the terms of the Agreement so require and only to such extent. It is acknowledge and agreed that this Assignment of Application does not modify or otherwise alter any of the terms of the Agreement or otherwise waive or limit any rights either E&Y or EMC might have thereunder, including, without limitation, any rights in and to "Prior E&Y Technical Elements", "Prior EMC Technical Elements", and "Project E&Y Technical Elements" (as those terms are defined in Section 4 of the Agreement attached hereto as Exhibit A).

E&Y hereby authorizes and requests the Patent Office Officials in the United States and Its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to EMC, as the assignee of such right, title and interest as E&Y hereby assigns (and no more), for the use and behalf of EMC, its successors and assigns, to the full end of the term for which said Letters Patent may be granted.

In all Patent Offices in the United States and Its territorial possessions and any and all foreign countries in which EMC records this Assignment of Application, EMC shall also record at the same time the Assignment by Douglas A. French, Francis De Regnacourt, Anson J. Glacy, Robert W. Stein, Sharyn R. Kohen and Charles L. Ratner to E&Y, a copy of which has been provided EMC.

Notwithstanding anything herein to the contrary, this Assignment of Application shall be made part of, and subject to the terms of, the Agreement.

ERNST & YOUNG LLP

EFFICIENT MARKETS CORPORATION

By: \_\_\_\_\_

By: Errol O. Kendall

Name: \_\_\_\_\_

Name: ERROL O. KENDALL

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

Title: Chairman & CEO

Date: \_\_\_\_\_

Date: 05/07/03

## Exhibit A to Assignment of Application

### **4. Technical Elements; Deliverables; Findings and Recommendations Report**

In connection with performing services pursuant to this engagement letter, E&Y may use certain data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, computer programs, algorithms, systems, analysis, analysis frameworks, leading practices, and functional and technical specifications, drawings, research, processes, ideas, trade secrets, "know how" and the like known to, owned or controlled by E&Y prior to the commencement of, or developed or obtained by E&Y entirely independently of any services performed, or information exchanged, in connection with, this engagement ("Prior E&Y Technical Elements"). Certain Prior E&Y Technical Elements were owned or developed by E&Y prior to, or independently from, its engagement hereunder and are the sole and exclusive property of E&Y and E&Y retains all rights thereto, and certain other Prior E&Y Technical Elements consist of third party works and products which E&Y has acquired the right to use. Except to the extent provided below in this Section 4, EMC will have no rights in the Prior E&Y Technical Elements.

In connection with services pursuant to this engagement letter, EMC may provide to E&Y certain data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, computer programs, algorithms, systems, analysis, analysis frameworks, leading practices, and functional and technical specifications, drawings, research, processes, ideas, trade secrets, "know how" and the like known to, owned by or controlled by EMC prior to the commencement of, or developed or obtained by EMC entirely independently of any services performed, or information exchanged, in connection with, this engagement ("Prior EMC Technical Elements"). Certain Prior EMC Technical Elements were owned or developed by EMC prior to, or independently from, its engagement hereunder and are the sole and exclusive property of EMC and EMC retains all rights thereto, and certain other Prior EMC Technical Elements consist of third party works and products which EMC has acquired the right to use. Except to the extent provided below in this Section 4, E&Y will have no rights in the Prior EMC Technical Elements.

As of the Payment Date, and subject to the terms and conditions of this engagement letter, E&Y hereby assigns to EMC any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights, in and to intellectual property (including any reports and algorithms contained in such reports) developed or prepared specifically for EMC in connection with performing services pursuant to this letter of engagement excluding any Prior E&Y Technical Elements and Project E&Y Technical Elements (as hereinafter defined), such intellectual property hereinafter referred to as the "Deliverables". For purposes of this engagement letter, "Project E&Y Technical Elements" will mean the following:

- (i) any functions and/or drivers that may be components of any algorithms included in any report resulting from the services performed pursuant to this letter of engagement, any combination of such functions and/or drivers other than any such algorithms themselves, and their use and implementation as software. Examples of such drivers include, without limitation, estimations of the general claims-paying ability of an insurer, estimations of the internal rate of return ("IRR") of an insurer's products or estimations of the policyholder service performance of an insurer; and

(ii) general business and technical knowledge and know-how, other than any algorithms described in clause (i) above, that E&Y develops or creates in performing services pursuant to this letter of engagement.

Other than for the license grant to EMC with respect to the Project E&Y Technical Elements set forth in the last paragraph of this Section 4 to Attachment B, E&Y will retain all right, title and interest in and to all Project E&Y Technical Elements, and there will be no restrictions on their use.

EMC's use of the Deliverables is limited only by the provisions of Sections 1, 2 and 4 of this Attachment B to this engagement letter.

The parties have agreed that all copyrightable aspects of the Deliverables are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), of which EMC is to be the "author" within the meaning of such Act. All such copyrightable works, as well as copies of such works in whatever medium fixed or embodied, will be owned exclusively by EMC as its creation, and E&Y hereby expressly disclaims any interest in any of them. E&Y expressly acknowledges that it is not a joint author and that the Deliverables and all other work created by E&Y hereunder are not joint works under the Act. E&Y agrees to execute and deliver, at EMC's expense and at E&Y's then standard hourly rate, all documents reasonably requested by EMC to perfect such assignment of such rights, title and interest and to obtain any and all applicable intellectual property rights and registrations desired in any such Deliverable, including any report. E&Y will not make, use, copy or modify any Deliverables without prior written consent of EMC, except as otherwise contemplated hereunder.

To the extent that any Prior E&Y Technical Elements and Project E&Y Technical Elements are integrated into any Deliverables, E&Y hereby grants to EMC a limited, perpetual, worldwide, paid-up license to make, use, copy and modify such Prior E&Y Technical Elements and Project E&Y Technical Elements as necessary for EMC's use and/or sale of the Deliverables. Similarly, EMC grants to E&Y a limited, perpetual, worldwide, paid-up license to make, use, copy, and modify any Prior EMC Technical Elements only in connection with performing services pursuant to this engagement letter.