

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Skyler Technology, Inc.	01/12/2010
RECEIVING PARTY DATA	
Name:	Robert T. Jenkins
Street Address:	471 Crocker Road
City:	Sacramento
State/Country:	CALIFORNIA
Postal Code:	95864
Name:	Virginia T. Jenkins
Street Address:	471 Crocker Road
City:	Sacramento
State/Country:	CALIFORNIA
Postal Code:	95864
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12702243
CORRESPONDENCE DATA	
Fax Number:	5034396558
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-439-6500
Email:	docketing@bltg-ip.com
Correspondent Name:	Berkeley Law & Technology Group, LLP
Address Line 1:	17933 NW Evergreen Parkway
Address Line 2:	Suite 250
Address Line 4:	Beaverton, OREGON 97006
ATTORNEY DOCKET NUMBER:	151.P012C

CH \$40.00 12702243

NAME OF SUBMITTER:

Kristi Schroeder

Total Attachments: 6

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**INTELLECTUAL PROPERTY AGREEMENT
SKYLER TECHNOLOGY, INC. AND JENKINS TRUST**

THIS INTELLECTUAL PROPERTY AGREEMENT ("Agreement") is made and entered into as of January 1, 2010 ("Effective Date"), by and among Skyler Technology, Inc. ("Skyler") and Robert T. and Virginia T. Jenkins as Trustees of the Jenkins family Trust Dated February 8, 2002 ("Jenkins Trust"). Skyler and Jenkins Trust may be referred to herein as "Party" or "the Parties".

In consideration of the covenants and promises made herein, the parties agree to the terms and conditions as follows:

AGREEMENT

1. Assignment and Disclosures. For the following consideration:

a) cancellation of five hundred thousand United States dollars (\$500,000) in debt owed by Skyler to Jenkins Trust, a creditor to Skyler as of the Effective Date, and

b) payment by Jenkins Trust to Berkeley Law & Technology Group, LLP of amounts owed by Skyler to Berkeley Law & Technology Group, LLP starting on January 1, 2010;

the sufficiency of which is acknowledged,

Skyler does hereby sell, assign, transfer and deliver to Jenkins Trust on the Effective Date (as defined below), free and clear of any known lien or encumbrance, all right, title and interest in and to: (a) the patent applications and patents listed in Exhibit 1 of this Agreement ("Patents"), including any patent that may be granted from said patent applications, any patent applications or patents which may claim priority of (or serve as the basis for a priority claim by) said patent applications and patents (including but not limited to continuations, divisions, continuations-in-part, substitutes, reissues, reexaminations or extensions thereof, together with all priority rights and counterpart applications under any existing or future international patent conventions, agreements or treaties), b) the right to sue third parties for infringement (including but not limited to damages and injunctive relief) of any of the Patents accrued based on activities occurring prior to the Effective Date hereof; and (c) any current or future right to receive royalties based on any of the foregoing in (a) or (b).

Skyler shall execute such further documents or such other instruments, including documents or instruments for recordation in the USPTO and/or equivalent foreign agencies as may be reasonably requested by Jenkins Trust or required by the USPTO or such foreign agency to effect and evidence such transfer. For purposes of recording assignment of the patent applications set forth in Exhibit 1 of this Agreement, the Parties agree to and do hereby execute Appendix A to be filed with the applicable US or foreign agencies and, where legally possible, agree to keep this Agreement otherwise confidential.

2. Agreement Assignment. This agreement is freely assignable by either party and either party may assign this Agreement or any rights or duties hereunder without the prior written consent of the other party.

3. Governing Law. The validity, construction and performance of this Agreement shall be governed by the laws of the State of California, without regard to its choice of law principles to the contrary. Any dispute of this Agreement shall be subject to arbitration in San Francisco, California, before a single arbitrator in accordance with the then-applicable rules of the American Arbitration

Association.

4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior confidential disclosure agreements, written or oral communications, representations, undertakings or understandings between the parties with respect to the subject hereof. Any additions or modifications to this Agreement must be in writing and signed by both parties.


5. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

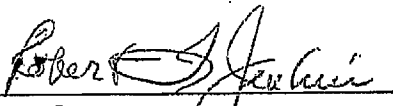
6. **Signature Authority.** Each party, and its representative executing this Agreement, warrant and represents that such representative has the actual authority to enter into this Agreement on behalf of and to bind the party thereby.

IN WITNESS WHEREOF, intending to be legally bound, each party has caused this Intellectual Property Agreement to be executed by its duly authorized representative.

SKYLER TECHNOLOGY, INC:

ROBERT T. AND VIRGINIA T. JENKINS AS
TRUSTEES OF THE JENKINS FAMILY TRUST DATED
FEBRUARY 8, 2002:

By: 
Name: STEPHEN E. COOPER
Title: CEO

By: 
Name: ROBERT T. JENKINS
Title: TRUSTEE

APPENDIX A

Patent Assignment Agreement

This patent assignment agreement ("Agreement") is entered into as of January 1, 2010 ("Effective Date"), by and between Skyler Technology, Inc. a California corporation ("Assignor"), and Robert T. and Virginia T. Jenkins as Trustees of the Jenkins family Trust Dated February 8, 2002 ("Assignee"), with a personal address of 471 Crocker Rd, Sacramento, California 95864.

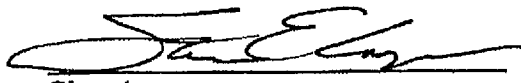
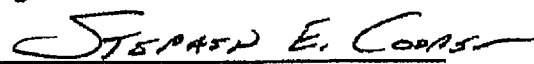
For good and valuable consideration, the receipt of which is hereby acknowledged, on the Effective Date, Assignor agrees to assign and hereby irrevocably assigns to Assignee and its successors and assigns:

- (1) its entire right, title and interest to
 - a. the patent applications and patents listed in Exhibit 1 of this Agreement, and
 - b. any other rights in the inventions, including, for example, patents that may be granted from said patent applications, any patent applications or patents which may claim priority of (or serve as the basis for a priority claim by) said patent applications and patents (including but not limited to continuations, divisions, continuations-in-part, substitutes, reissues, reexaminations or extensions thereof, together with all priority rights and counterpart applications under any existing or future international patent conventions, agreements or treaties);

(all of the foregoing in 1), collectively, the "Assigned Patents";

- (2) the right to sue third parties for infringement (including but not limited to damages and injunctive relief) of any of the Assigned Patents accrued based on activities occurring prior to the execution date hereof; and
- (3) any current or future right to receive royalties based on any of the foregoing in (1) or (2).

Skyler Technology, Inc.:


Signature

Name
CEO
Title
JAN 12, 2010
Date

Robert T. and Virginia T. Jenkins
as Trustees of the Jenkins family
Trust Dated February 8, 2002:

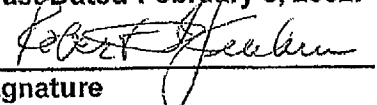
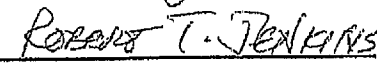

Signature

Name
1/12/2010
Date

EXHIBIT 1 – ASSIGNED PATENTS AND PATENT APPLICATIONS

Title of Invention	File Date	Application Number	Patent Number	Issue Date	First Named Inventor
MANIPULATING SETS OF HIERARCHICAL DATA	12/6/2004	11/005,859			Jack J. LeTourneau
METHOD AND/OR SYSTEM FOR SIMPLIFYING TREE EXPRESSIONS, SUCH AS FOR PATTERN MATCHING	12/7/2004	11/007,139			J.J. LeTourneau
METHOD AND APPARATUS FOR THE GENERATION AND MANIPULATION OF DATA STRUCTURES	12/6/1990	07/623,628	5,758,152	5/26/1998	LeTourneau
METHOD AND APPARATUS FOR THE GENERATION AND MANIPULATION OF DATA STRUCTURES	4/3/1995	08/415,591	5,724,576	3/3/1998	LeTourneau
METHOD AND APPARATUS FOR THE GENERATION AND MANIPULATION AND DISPLAY OF DATA STRUCTURES	6/7/1995	08/486,351	5,787,432	7/28/1998	LeTourneau
COMPUTER STRUCTURE FOR STORING AND MANIPULATING INFORMATION	12/5/1997	08/985,813	6,055,537	4/25/2000	LeTourneau
FILE LOCATION NAMING HIERARCHY	12/6/2004	11/006,320			J.J. LeTourneau
METHOD AND/OR SYSTEM FOR PERFORMING TREE MATCHING	12/7/2004	11/006,848	7,620,632	11/17/2009	Mark Andrews
METHOD AND/OR SYSTEM FOR PERFORMING TREE MATCHING	10/5/2009	12/573,829			Mark Andrews
METHOD AND/OR SYSTEM FOR MANIPULATING TREE EXPRESSIONS	12/7/2004	11/006,841	7,627,591	12/1/2009	J.J. LeTourneau
METHOD AND/OR SYSTEM FOR MANIPULATING TREE EXPRESSIONS	10/13/2009	12/578,411			J.J. LeTourneau
ENUMERATION OF TREES FROM FINITE NUMBER OF NODES	12/6/2004	11/006,440	7,636,727	12/22/2009	Karl Schiffmann
ENUMERATION OF TREES FROM FINITE NUMBER OF NODES	11/30/2009	12/627,816			Karl Schiffmann
METHOD AND/OR SYSTEM FOR TAGGING TREES	12/6/2004	11/006,446			Jack J. LeTourneau
METHOD AND/OR SYSTEM FOR TAGGING TREES	10/29/2004	60/623,352			J.J. LeTourneau
METHOD AND/OR SYSTEM FOR TRANSFORMING BETWEEN TREES AND ARRAYS	3/20/2006	11/385,257			Jack J. LeTourneau

[SkylarPatentAssignment-TenLineTrust1003121]

Title of Invention.	File Date	Application Number	Patent Number	Issue Date	First Named Inventor
ENUMERATION OF ROOTED PARTIAL SUBTREES	12/27/2005	11/319,758			Karl Schiffmann
ENUMERATION OF ROOTED PARTIAL SUBTREES	12/30/2004	60/640,427			Karl Schiffmann
METHOD AND/OR SYSTEM FOR TRANSMITTING AND/OR RECEIVING DATA	12/7/2004	11/006,842	7,630,995	12/8/2009	Jack J. LeTourneau
METHOD AND/OR SYSTEM FOR TRANSMITTING AND/OR RECEIVING DATA	11/5/2009	12/613,450			Jack J. LeTourneau
METHOD AND/OR SYSTEM FOR TRANSMITTING AND/OR RECEIVING DATA	11/30/2004	60/632,343			J.J. LeTourneau
REDUCTION OF MEMORY USAGE FOR PRIME NUMBER STORAGE BY USING A TABLE OF DIFFERENCES BETWEEN A CLOSED FORM NUMERICAL FUNCTION AND PRIME NUMBERS WHICH BOUNDS A PRIME NUMERAL BETWEEN TWO INDEX VALUES	8/28/2006	11/511,611			Richard Crandall
PRIME INDEXING AND/OR OTHER RELATED OPERATIONS	11/5/2009	12/613,481			Richard Crandall
DATA ENCRYPTION AND/OR DECRYPTION	6/1/2006	11/446,452			Mark Gesley
METHOD AND/OR SYSTEM FOR TREE TRANSFORMATION	12/27/2005	11/320,538			Jack LeTourneau
METHOD AND/OR SYSTEM FOR TREE TRANSFORMATION	12/27/2005	11/320,538			Jack LeTourneau
METHOD AND/OR SYSTEM FOR TRANSFORMING BETWEEN TREES AND STRINGS	2/23/2006	11/361,500			J. J. LeTourneau
MANIPULATION AND/OR ANALYSIS OF HIERARCHICAL DATA	4/26/2006	11/412,417			Karl Schiffmann
MANIPULATION AND/OR ANALYSIS OF HIERARCHICAL DATA	4/26/2006	11/412,417			Karl Schiffmann
METHOD AND/OR SYSTEM FOR ANALYSIS OF HIERARCHICAL DATA	6/29/2006	11/480,094			J.J. LeTourneau
METHOD AND/OR SYSTEM FOR COMPARING CHARACTER EXPRESSIONS	8/23/2006	11/509,420			Richard Crandall
METHOD AND/OR SYSTEM FOR PROCESSING DATA STREAMS	6/29/2007	11/771,911			Mark Andrews
METHOD AND/OR SYSTEM FOR PROCESSING DATA STREAMS	6/30/2006	60/817,764			Mark Andrews

ESkulerPatentAssessment-TenKineTrust1003121

Title of Invention	File Date	Application Number	Patent Number	Issue Date	First Named Inventor
METHOD AND/OR SYSTEM FOR SORTING DIGITAL INFORMATION	1/13/2006	11/332,854			Richard Crandall
METHOD AND/OR SYSTEM FOR RANKING DATA	9/12/2007	11/854,195			Richard Crandall
METHOD AND/OR SYSTEM FOR RANKING DATA	9/14/2006	60/825,717			G. Crandall

[SkylarPatentAssignment-JenkinsTrial1003121]