

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
S. Mitra Ardon	05/19/1995
RECEIVING PARTY DATA	
Name:	WORLDS INC.
Street Address:	11 Royal Road
City:	Brookline
State/Country:	MASSACHUSETTS
Postal Code:	02445
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13162540
Application Number:	13084195
CORRESPONDENCE DATA	
Fax Number:	8589473950
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	aw@IPLCounsel.com
Correspondent Name:	Anatoly S. Weiser, Esq.
Address Line 1:	3525 Del Mar Heights Rd, #295
Address Line 4:	San Diego, CALIFORNIA 92139
ATTORNEY DOCKET NUMBER:	WORLDS000
NAME OF SUBMITTER:	Anatoly S. Weiser

Total Attachments: 10
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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

S. Mitra Ardon

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: WORLDS INC.

Internal Address: _____

Street Address: 11 ROYAL ROAD

City: BROOKLINE

State: MA

Country: US Zip: 02445

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 19 May 1995

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

13/162,540 & 13/084,195

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Anatoly S. Weiser, Esq.

Internal Address: _____

Street Address: 3525 Del Mar Heights Rd, #295

City: San Diego

State: CA Zip: 92139

Phone Number: _____

Docket Number: Worlds007 & Worlds006

Email Address: aw@IPLCounsel.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 503196

Authorized User Name Anatoly S. Weiser

9. Signature: /Anatoly S. Weiser/

07 March 2013

Signature

Date

Anatoly S. Weiser

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CONSULTING SERVICES AGREEMENT

May 19, 1995

Mitra

MITRA INTERNET CONSULTING
P.O. BOX 580 FORT WORTH TEXAS 76143

The following confirms the agreement between Mitra (the "Consultant") and Worlds, Inc., a Delaware corporation (the "Company"), with respect to consulting services to the Company:

1. Consultant understands that the Company possesses and will possess Proprietary Information which is important to its business. Consultant understands that the consulting arrangement creates a relationship of confidence and trust between Consultant and the Company with regard to Proprietary Information (as defined below). For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company (including, without limitation, "Results" as defined below in Section 3.b.), which has commercial value in the Company's business. "Proprietary Information" includes, but is not limited to, information about operations and maintenance, trade secrets, computer programs, design, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions (whether patentable or not), works of authorship, business and product development plans, customers and other information possessed, created by or known by the Company, or which is received in confidence by or for the Company from any other person. Proprietary Information does not include information that Consultant demonstrates to the Company's satisfaction, by written evidence, (i) is in the public domain by reason of prior publication not directly or indirectly resulting from any act or omission of Consultant, (ii) was already properly known to Consultant (other than in connection with this consulting arrangement) without restriction on use or disclosure at the time of the Company's disclosure to Consultant, or (iii) is solely and directly derived from the information as set forth in subsection (i) herein by Consultant (other than in connection with this consulting arrangement) and is in the public domain by reason of subsequent publication.

2. Consultant understands that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are documents or other media or tangible items that

contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents have been prepared by Consultant or by others. "Company Materials" include, but are not limited to, computer disks, drawings, photographs, charts, graphs, notebooks, customer lists, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like.

3. In consideration of the mutual covenants and agreements hereafter set forth, the parties agree as follows:

a. This Agreement will terminate upon the completion of Consultant's duties (as discussed in 3.b. below).

b. Consultant agrees to render consulting services ("Services") to the Company for the term of this Agreement. Consultant's duties shall include, but are not limited to, those duties set forth in Attachment A hereto. Upon the Company's reasonable request and solely for the protection of the Company's Rights (as defined in 3.d. below), Consultant also agrees to submit to the Company, in written form or other tangible form, any deliverables or results of Consultant's work under this Agreement ("Results," including, without limitation, all Inventions referred to in 3.g. below) and all documentation of work performed under this Agreement in a timely manner.

c. Consultant shall be paid a fee of \$53.35 per hour, for performing Consultant's duties under this Agreement. In addition, the Company shall reimburse Consultant for reasonable long distance travel (transportation, lodging and meals) and telephone expenses Consultant incurred in providing the Services. All long-distance travel and lodging will be coach class or equivalent and must be authorized in writing by the Company in advance. The foregoing fees and expense reimbursements are Consultant's sole compensation for rendering Services to the Company. Consultant shall provide the Company with invoices detailing the fees and expense reimbursements which Consultant believes are due under this Agreement, and shall itemize and provide receipts for expenses upon request. The Company agrees to pay approved invoices within 30 days of receipt.

d. All Proprietary Information and all title, patents, patent rights, copyrights, mask work rights, trade secret rights, and other intellectual property and rights anywhere in the world (collectively "Rights") in connection therewith shall be the sole property of the Company. Consultant hereby assigns to the Company any Rights Consultant may have or acquire in such Proprietary Information. At all times, both during the term of this Agreement and after its termination, Consultant will keep in confidence and trust and will not use or disclose any Proprietary Information without the prior written consent of an officer of the Company except as may be necessary and appropriate to use such Proprietary Information in the ordinary course of performing the Services under this Agreement.

e. Consultant acknowledges that any disclosure or unauthorized use of Proprietary Information will constitute a material breach of this Agreement and cause substantial harm to the Company for which damages would not be a fully adequate remedy, and, therefore, in the event of any such breach, in addition to other available remedies, the Company shall have the right to obtain injunctive relief.

f. All Company Materials shall be the sole property of the Company. Consultant agrees that during the term of this Agreement, Consultant will not remove any Company Materials from the business premises of the Company or deliver any Company Materials to any person or entity outside the Company, except as required to do in connection with performance the Services under this Agreement. Consultant further agrees that, immediately upon the Company's request and in any event upon completion of the Services, Consultant shall deliver to the Company all Company Materials, any document or media which contains Results, apparatus, equipment and other physical property or any reproduction of such property, excepting only Consultant's copy of this Agreement. Upon reasonable request and notice given to the Consultant by the Company, the Company shall have the right to examine the Results and any materials relating thereto to ensure Consultant's compliance with the provisions of this Agreement.

g. Upon reasonable request of the Company and solely for the protection of the Company's Rights, Consultant will promptly disclose in writing to the President of the Company, or to any persons designated by the Company, all "Inventions" (which term includes improvements, inventions, designs, formulas, works of authorship, trade secrets, technology computer programs, ideas, processes, techniques, know-how and data, whether or not patentable) made or conceived or reduced to practice or developed by Consultant, either alone or jointly with others, during the term of this Agreement in connection with the Services or which relate to any Proprietary Information. Consultant will not disclose Inventions covered by Section 3.g. to any person outside the Company unless requested to do so by management personnel of the Company.

h. Consultant agrees that all Inventions which Consultant makes, conceives, reduces to practice or develops (in whole or in part, either alone or jointly with others) during the term of this Agreement in connection with the Services or that relate to any Proprietary Information shall be the sole property of the Company. Consultant agrees to assign and hereby assigns to the Company all Rights to any such Inventions. The Company shall be the sole owner of all Rights in connection therewith. Furthermore, all works of authorship will be "works made for hire" to the extent allowed by law.

i. Consultant agrees to perform, during and after the term of this Agreement, all acts deemed necessary or desirable by the Company to permit and assist it, at a reasonable hourly rate, evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or Consultant's assignment with respect to such

Inventions in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Consultant's agents and attorneys-in-fact to act for and in behalf and instead of Consultant, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Consultant.

j. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Consultant hereby waives such Moral Rights and consents to any action of the Company that would violate such Moral Rights in the absence of such consent. Consultant will confirm any such waivers and consents from time to time as requested by the Company.

k. Consultant has attached hereto as Attachment B a list of existing Inventions to which Consultant claims ownership as of the date of this Agreement and that Consultant desires to specifically clarify are not subject to this Agreement.

l. During the term of this Agreement and for one (1) year thereafter, Consultant will not encourage or solicit any employee or consultant of the Company to leave the Company for any reason.

m. Consultant agrees that during the term of this Agreement Consultant will fully disclose to the Company any engagement in any employment, business, or activity that is in any way competitive with the business or proposed business of the Company.

n. Consultant represents that performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to the execution of this Agreement. Consultant has not entered into, and Consultant agrees not to enter into, any agreement either written or oral that conflicts or might conflict with Consultant's performances of the Services under this Agreement.

o. If any Rights or Inventions assigned hereunder or any Results are based on, or incorporate, or are improvements or derivatives of, or cannot be reasonably made, used, reproduced and distributed without using or violating technology or Rights owned or licensed by Consultant and not assigned hereunder, Consultant hereby grants the Company a perpetual, worldwide royalty-free, non-exclusive sublicensable right and license to exploit and exercise all such technology and Rights in

support of the Company's exercise or exploitation of any Results or assigned Rights or Inventions (including any modifications, improvements and derivatives thereof).

4. Consultant is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations, including, but not limited to, Workers' Compensation Insurance; and Consultant agrees to defend, indemnify and hold Company harmless from any and all claims made by any entity on account of an alleged failure by Consultant to satisfy any such tax or withholding obligations.

5. Except upon request and authorization of the Company, Consultant has no authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf of the Company.

6. Consultant's performance under this Agreement shall be conducted with due diligence and in full compliance with the highest professional standards of practice in the industry. Consultant shall comply with all applicable laws and Company safety rules in the course of performing the Services. If Consultant's work requires a license, Consultant has obtained that license and the license is in full force and effect.

7. Consultant will indemnify and hold Company harmless, and will defend Company against any and all loss, liability, damage, claims, demands or suits and related costs and expenses to persons or property that arise, directly or indirectly, from wrongful acts, any acts not within the ordinary course of performing the Services under this Agreement, omissions of Consultant or breach of any term or condition of this Agreement. Company will also indemnify and hold Consultant harmless, and will defend Consultant against any and all loss, liability, damage, claims, demands or suits and related costs and expenses to persons or property that arise directly or indirectly, from wrongful acts of Company, omissions of Company or breach of any term or condition of this Agreement by Company. The indemnification provided for in this Section 7 shall not apply (i) if the indemnified party fails to give the indemnifying party prompt notice of any claim it receives and such failure materially prejudices the indemnifying party, or (ii) unless the indemnifying party is given the opportunity to approve any settlement, which approval shall not be unreasonably withheld. Furthermore, the indemnifying party shall not be liable for (A) any consequential damages including but not limited to lost profits attributable to the acts or omissions of the indemnifying party as described above, or (B) any incidental damages including but not limited to attorneys' fees or expenses of litigation of the indemnified party unless the indemnified party gives the indemnifying party opportunity to assume control of the defense or settlement. In addition, if the indemnifying party assumes such control, it shall only be responsible for the legal fees and litigation expenses of the attorneys it designates to assume control of the litigation. In no event shall the indemnifying party assume control of the defense of the indemnified party without the consent of the indemnified party.

8. Consultant agrees that all obligations under paragraphs 3(d) through 3(j) and paragraphs 3(l) and (o), 4 and 7 of this Agreement shall continue in effect after termination of this Agreement, and that the Company is entitled to communicate Consultant's obligations under this Agreement to any future client or potential client of Consultant.

9. Consultant agrees that any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Delaware without regard to the conflict of laws provisions thereof. Consultant further agrees that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable Delaware law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required and the balance of the Agreement shall be interpreted as if such portion(s) were so limited or excluded and shall be enforceable in accordance with its terms.

10. This Agreement shall be binding upon Consultant, and inure to the benefit of, the parties hereto and their respective heirs, successors, assigns, and personal representatives; provided, however, that it shall not be assignable by Consultant.

11. This Agreement contains the entire understanding of the parties regarding its subject matter, except for restricted stock of the Company to be granted to the Consultant pursuant to arrangements outside of this Agreement, and can only be modified by a subsequent written agreement entered into and executed by and between the Company and the Consultant.

12. All notices required or given herewith shall be addressed to the Company or Consultant at the designated addresses shown below by registered mail, special delivery, or by certified courier service:

a. To Company:

510 Third Street, Suite 530
San Francisco, CA 94107

b. To Consultant

P.O. Box 550
Menlo Park, CA 94033

14. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which the party may be entitled.

CONSULTANT HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS WHICH IT IMPOSES UPON CONSULTANT WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO CONSULTANT TO INDUCE CONSULTANT TO SIGN THIS AGREEMENT. CONSULTANT SIGNS THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY CONSULTANT.

Dated: May 19, 1995



Consultant

MITRA INTERNET CONSULTING

Accepted and Agreed to:

By _____

ATTACHMENT A
DUTIES OF CONSULTANT

BPMPA1\JTL\0105466.04
03/17/05

PATENT
REEL: 029947 FRAME: 0193

ATTACHMENT B

Mitra

Gentlemen:

1 The following is a list of Inventions relevant to the performance of consulting services for Worlds, Inc. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to the execution of the Company's Consulting Services Agreement (the "Agreement") that I desire to clarify are not subject to the Agreement.

No Inventions

See below

All work done on the Prospero operating system for AOL's gopher/WAIS gateway.
A variety of Gopher programs tools not directly related to 3D work

~~Additional sheets attached~~

All papers, especially "IIDA" as published prior to November 94.



Consultant

MITRA INTERNET CONSULTING

SP1PA1\JVT\0105448.04
03/17/95