

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4980077

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	4
CONVEYING PARTY DATA	
Name	Execution Date
THEOREM SYNTHETIC INTELLIGENCE INC	05/14/2018
RECEIVING PARTY DATA	
Name:	SPADINA BLOOR LP
Street Address:	16 GENERAL WARREN BLVD
City:	MALVERN
State/Country:	PENNSYLVANIA
Postal Code:	19355
Name:	BECKET & LEE LLC
Street Address:	12 GENERAL WARREN BLVD
City:	MALVERN
State/Country:	PENNSYLVANIA
Postal Code:	19355
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6424969
Patent Number:	6457006
Patent Number:	6542896
Patent Number:	6751610
Patent Number:	6944619
Patent Number:	7698283
Patent Number:	7870113
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	310-694-4873
Email:	john@jbrownlee.com
Correspondent Name:	JOHN BROWNLEE
Address Line 1:	4729 EAST SUNRISE #313
PATENT	

Address Line 4: TUCSON, ARIZONA 85718

NAME OF SUBMITTER: JOHN BROWNLEE

SIGNATURE: /John Brownlee/

DATE SIGNED: 05/28/2018

Total Attachments: 23

source=PTO-versionFully Executed Intellectual Property Security Agreement#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of May 14, 2018 (the "**Agreement**") is made by THEOREM SYNTHETIC INTELLIGENCE INC., a corporation governed by the laws of British Columbia, Canada ("**TSI**"), BECKET & LEE, LLC, a Pennsylvania limited liability company with an office at 16 General Warren Blvd., Malvern, Pennsylvania 19355 USA, with an email address at tlee@becket-lee.com, as agent for certain persons listed on Schedule A hereto ("**Agent**"), and SPADINA BLOOR, LP, a Delaware limited partnership, (the "**LP**") (Agent and LP together, the "**Secured Party**").

WHEREAS, pursuant to an Intellectual Property Assignment Agreement dated the same date as this Agreement between LP, as assignor, and TSI, as assignee, (the "**IP Assignment**"), a copy of which is attached as Schedule B, TSI became the owner of certain Assets (as defined therein); and

WHEREAS, in consideration for the Assets, TSI issued a promissory note dated the same date as the IP Assignment to the Agent (the "**Note**"), and in order to induce the Agent to accept the Note, has agreed to grant to the Secured Party a security interest in the Assets as security for its obligations evidenced by the Note;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of the Note, TSI hereby grants to the Secured Party a continuing security interest in and a general lien upon the Assets (the "**Collateral**").
2. Obligations Secured. The security interest granted to the Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of the Note (the "**Obligations**").
3. Representations, Warranties and Covenants. TSI hereby represents, warrants and covenants with and to the Secured Party as follows (all of such representations, warranties and covenants continuing so long as any of the Obligations are outstanding).
 - (a) TSI will pay and perform the Obligations according to the Note;
 - (b) TSI will, at its expense, perform all acts and execute all documents necessary to maintain the existence of the patents as valid and existant and any

applications therefor forming part of the Collateral at the date of this Agreement, including the filing of any petitions, applications and appeals.

(c) TSI represents and warrants that except for this Agreement, it has not granted a security interest in, encumbered, mortgaged, assigned, otherwise disposed of the Collateral. TSI covenants that it will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or grant an exclusive license relating to the Collateral without the prior written consent of Agent. Notwithstanding the foregoing, TSI shall be entitled to grant one or more non-exclusive licenses relating to the Collateral.

(d) TSI will at its expense, promptly perform all acts and execute all documents requested at any time by Agent or LP, acting reasonably, to perfect, maintain, and record the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. TSI hereby authorizes Agent to authenticate in the name of TSI and file one or more financing statements or similar documents with respect to its security interest in the Collateral.

(e) Agent may, in its discretion, after providing reasonable notice to TSI, pay any amount or do any act which TSI fails to pay or do as required hereunder to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest granted hereunder, including but not limited to, all filing or recording fees, court costs, collection charges, attorney's fees and legal expenses.

4. Events of Default. All Obligations shall immediately become due and payable without notice or demand at the option of the Secured Party upon the occurrence and during the continuance of any Event of Default (as defined in the Note) ("Event of Default").

5. Rights and Remedies. At any time an Event of Default has occurred and is continuing, the Secured Party shall have as its sole remedy that the Collateral be transferred from TSI back to LP thus reversing the IP Assignment. TSI will transfer or cause such transfer to the LP (or if TSI does not transfer or cause such transfer within 10 Business Days of notice thereof, the Secured Party will be authorized to release and record the transfer document to LP in the form attached as Schedule C), the result of which shall be that LP owns the Collateral and for certainty, each of Agent, TSI and GP shall maintain their respective limited partnership interests in LP, and Agent and TSI shall maintain their respective shares in GP. For certainty, TSI shall not be liable for any deficiency.

6. Jury Trial Waiver, Other Waivers and Consents, Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the laws of

the Province of British Columbia, without giving effect to principles of conflicts of laws. All claims, disputes or causes of action relating to or arising out of this Agreement shall be brought, heard and resolved solely and exclusively by the courts of British Columbia. Each of the parties hereto agrees to submit to the jurisdiction of such courts shall be proper for all purposes of this Agreement.

(b) For the determination of any controversy arising under or in connection with this Agreement, TSI agrees that all service thereof may be made by certified or registered mail, return receipt requested directed to its address set forth in Section 7(a) hereof and service so made shall be deemed to be completed 5 days after the same shall have been deposited in the mail in the U.S. or Canada, or at Agent's option, by service upon TSI in any other manner provided under the rules of court of British Columbia. Within 30 days after such service, TSI shall appear in answer to such process, failing which TSI shall be deemed in default and judgment may be entered by Agent against TSI for the relief to which it is entitled pursuant to this Agreement.

(c) TSI and Agent hereby waives any right to trial by jury of any claim, demand, action or cause of action

(i) arising under this Agreement; or

(ii) in any way connected with or related or incidental to the dealings of the Parties hereto in respect of this Agreement or the transactions related hereto or thereto in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, each of TSI and Agent hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury and that TSI or Agent may file an original counterpart of a copy of this Agreement with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

7. Miscellaneous.

(a) All notices hereunder shall be in writing and made to the parties at the addresses set out below, or to such other address as any such party shall identify to the other in accordance with this provision. All notices will be deemed to have been given or made if delivered in person, immediately upon delivery; if by electronic transmission, upon receipt if in normal business hours on the day it was sent, and if not on the next business day; if by nationally recognized overnight courier service with instructions to deliver on the next business day, one business day after sending; and if by registered mail, return receipt requested, five days after mailing.

If to TSI, at 500-666 Burrard Street, Vancouver, British Columbia V6C 3P6

If to the Secured Party, at 16 Warren Boulevard, Malvern, Pennsylvania 1935, c/o
Mr. Thomas A. Lee, III, Manager

(b) All references to the plural herein shall also mean the singular, and to the singular shall also mean the plural. All references to TSI, Agent and LP pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof", "herein", "hereunder", "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provisions of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "person herein" shall mean any individual, sole proprietorship, partnership, limited partnership, corporation (including without limitation, any corporation which elects subschapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement and the Note shall be binding on and enure to the benefit of each of the parties hereto and thereto, and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct but only by a written agreement signed by TSI, Agent and LP. Agent shall not, by any act, delay, omission or otherwise, be deemed to have expressly or impliedly waived any of its rights, powers and remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

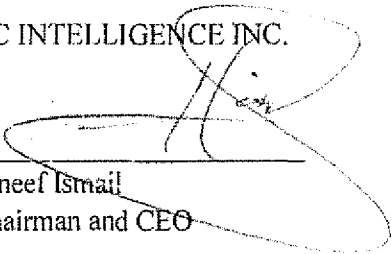
8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

2

IN WITNESS WHEREOF, TSI has duly executed and delivered this Agreement as of the date first above written.

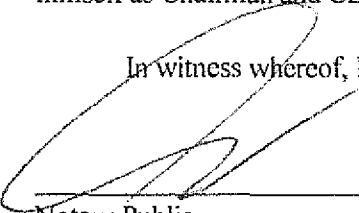
THEOREM SYNTHETIC INTELLIGENCE INC.

By: 
Name: Haneef Ismail
Title: Chairman and CEO

PROVINCE OF BRITISH COLUMBIA
CITY OF VANCOUVER

On this, the 22 day of May, 2018, before me, Clinton Wai Yin Lee, personally appeared Haneef Ismail, Chairman and CEO of Theorem Synthetic Intelligence Inc., and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman and CEO.

In witness whereof, I hereto set my hand and official seal.


Notary Public

Clinton Wai Yin Lee, Notary Public
David Watts Notary Corporation
#1412 - 675 W. Hastings Street
Vancouver, BC V6B 1N2 Canada
Tel: 604 685 7786 Fax: 604 685 7786

My Commission does not expire.

[Signature Page for Agreement]

AGREED TO AND ACCEPTED:

BECKET & LEE, LLC

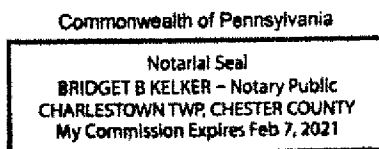
By: [Signature]
Name: Thomas A. Lee, III
Title: Manager

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF CHESTER:

On this, the 23rd day of May, 2018, before me Bridget Kelker the undersigned officer, personally appeared Thomas A. Lee, III, who acknowledged himself to be the Manager of Becket & Lee, LLC, a limited liability company governed by the laws of Pennsylvania, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Becket & Lee, LLC by himself as Manager.

In witness whereof, I hereto set my hand and official seal.

Bridget B. Kelker
Notary Public



SPADINA BLOOR LP,
By its general partner, Spadina Bloor
GP, LLC

By: [Signature]
Name: Thomas A. Lee, III
Title: Manager

Commonwealth of Pennsylvania
~~STATE OF DELAWARE~~ : Bk
COUNTY OF: Chester

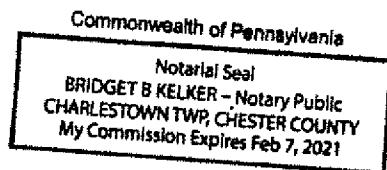
:SS

On this, the 23rd day of May, 2018, before me Bridget Kelker, the undersigned officer, personally appeared Thomas A. Lee, III, who acknowledged himself to be the

Manager, Spadina Bloor GP, LLC, a limited liability company governed by the laws of Delaware, general partner for and on behalf of Spadina Bloor LP, a Delaware limited partnership, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name Spadina Bloor GP, LLC on behalf of Spadina Bloor LP.

In witness whereof, I hereto set my hand and official seal.

Bridget B. Kelker
Notary Public



SCHEDULE A
Persons Represented by Agent

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SCHEDULE B
IP Assignment

11

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
(Spadina Bloor to TSI)

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment") dated as of May 14, 2018 is made by SPADINA BLOOR, LP, a Delaware limited partnership, ("Assignor") for the benefit of THEOREM SYNTHETIC INTELLIGENCE INC., a corporation governed by the laws of British Columbia, Canada ("Assignee");

WHEREAS, pursuant to an Intellectual Property Assignment Agreement dated as of March 18, 2015 by Primentia IPH, Inc., as assignor, to Becket & Lee, LLC, as agent, as assignee, (the "**Primentia Assignment**"), Becket & Lee LLC became the owner of the certain "Assigned IP" as defined in the Primentia Assignment (the "**Primentia IP**");

WHEREAS, pursuant to an Intellectual Property Assignment Agreement dated as of September 1, 2016 by Hilbert Technologies Inc., as assignor, to Becket & Lee, LLC, as assignee, (the "**Hilbert Assignment**"), Becket & Lee, LLC became the owner of certain "Assigned IP" as defined in the Hilbert Assignment (the "**Hilbert IP**");

WHEREAS, pursuant to an Intellectual Property Assignment Agreement dated as of September 19, 2016 by Becket & Lee, LLC, as assignor, to Spadina Bloor, LP, as assignee, (the "**Becket & Lee Assignment**"), Spadina Bloor LP became the owner of the Primentia IP and the Hilbert IP;

WHEREAS, pursuant to an Intellectual Property Assignment Agreement dated as of July 28, 2016 by Theorem Holdings Corporation, as assignor, to Spadina Bloor, LP, as assignee, (the "**Theorem Assignment**"), Spadina Bloor LP became the owner of certain "Improvements" as defined in the Theorem Assignment (the "**Improvements**");

WHEREAS, Assignor has agreed to assign the Assigned IP (defined below) to Assignee;

NOW *THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties contained herein, and in reliance thereon, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Hilbert IP, the Primentia IP, the Improvements, and the following related to the Hilbert IP and the Primentia IP (collectively, the "**Assigned IP**");

(a) all patents and patent applications, including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals,

substitutions and extensions thereof, and other government issued indicia of invention ownership (including certificates of invention, petty patents and patent utility models), including without limitation those set forth in Schedule 1 hereto (the "**Patents**");

(b) all trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, mask art, business and technical information, databases, customer lists, contracts, term sheets, data compilations and collections, marketing materials, tools, methods, algorithms, processes, techniques and other confidential and proprietary information and all rights therein;

(c) all trademark registrations and applications, along with the common law unregistered trademarks, including without limitation those set forth in Schedule 2 hereto, logos, brand names, marks, corporate names including Hilbert, Primentia and Inmentia and related names and uses, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**");

(d) copyright registrations, applications for registration and copyright licenses, along with all works of authorship and unregistered copyrights, including without limitation those set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof, along with any unregistered copyrights (the "**Copyrights**");

(e) internet domain names and social media account or user names (including "handles"), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights;

(f) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications and other documentation thereof;

(g) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(h) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(i) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials in any jurisdiction in the world to record and register this IP Assignment upon request by Assignee.

3. Further Assurances. From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this IP Assignment and the documents to be delivered hereunder.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. The validity and interpretation of this IP Assignment shall be governed by the laws of the Province of British Columbia, without giving effect to principles of conflicts of laws. All claims, disputes or causes of action relating to or arising out of this IP Assignment shall be brought, heard and resolved solely and exclusively by and in the courts of British Columbia. Each of the parties hereto agrees to submit to the jurisdiction of such courts shall be proper for all purposes of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

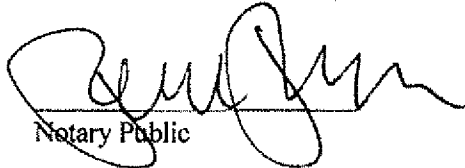
SPADINA BLOOR, LP
By: SPADINA BLOOR GP, LLC
its general partner

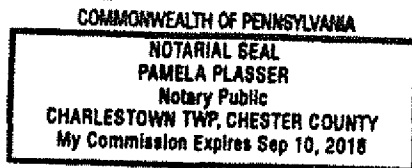
By: 
Name: Thomas A. Lee, III
Title: Manager

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER :SS
:

On this, the 16 day of May, 2018, before me PAMELA PLASSER the undersigned officer, personally appeared Thomas A. Lee, III, who acknowledged himself to be the Manager of Spadina Bloor GP, LLC, a limited liability company, and that he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

In witness whereof, I hereto set my hand and official seal.

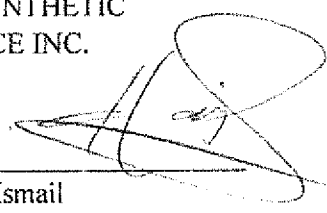

Notary Public



[Signature Page for IP Assignment]

AGREED TO AND ACCEPTED:

THEOREM SYNTHETIC
INTELLIGENCE INC.

By: 
Name: Haneef Ismail
Title: Chairman & CEO

PROVINCE OF BRITISH COLUMBIA, CANADA :
:SS

CITY OF VANCOUVER:

On this, the 22 day of May, 2018, before me Clinton Wai Yin Lee the undersigned officer, personally appeared Haneef Ismail, who acknowledged himself to be the CEO of Theorem Synthetic Intelligence Inc., a corporation governed by the laws of British Columbia, and that he, as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Theorem Synthetic Intelligence Inc. by himself as CEO.

In witness whereof, I hereto set my hand and official seal.


Notary Public

Clinton Wai Yin Lee, Notary Public
David Watts Notary Corporation
#1412 - 675 W. Hastings Street
Vancouver, BC V6B 1N2 Canada
Tel: 604 685 7796 Fax: 604 685 7796

My Commission does not expire.

[Signature Page for IP Assignment]

SCHEDULE 1
ASSIGNED PATENTS

1. Patents

Description	App Number Pat Number	App Date Iss Date
<i>Country:</i> Mexico <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	2000660	14-Jul-2000
<i>Country:</i> Korea, Republic of <i>Tax Agent:</i> Computer Patent Annuities Inc. (00197) <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	2002-7000871 522557	14-Jul-2000 12-Oct-2005
<i>Country:</i> Patent Cooperation Treaty <i>Tax Agent:</i> <i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA	PCT/US00/19195	14-Jul-2000
<i>Country:</i> United States of America <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	09/357301 6424969	20-Jul-1999 23-Jul-2002
<i>Country:</i> United States of America <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	10/198935 7698283	22-Jul-2002 13-April-2010
<i>Country:</i> United States of America <i>Tax Agent:</i> <i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA	10/146954 6751610	17-May-2002 15-Jun-2004

<i>Country:</i> Israel	147736	14-Jul-2000
<i>Tax Agent:</i>		
<i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA		
<i>Country:</i> China (Peoples Republic)	00812084.6	14-Jul-2000
<i>Tax Agent:</i>	ZL00812084.6	05-Oct-2005
<i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA		
<i>Country:</i> United States of America	10/219658	16-Aug-2002
<i>Tax Agent:</i>		
<i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA		
<i>Country:</i> Russian Federation	2002104358	14-Jul-2000
<i>Tax Agent:</i>	2268488	20-Jan-2006
<i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA		
<i>Country:</i> Canada	2379817	14-Jul-2000
<i>Tax Agent:</i>	2379817	11-Dec-2007
<i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA		
<i>Country:</i> Japan	2001-511599	14-Jul-2000
<i>Tax Agent:</i>		
<i>Title:</i> METHOD AND SYSTEM FOR ORGANIZING DATA		

Country: Australia 63461/00 14-Jul-2000
Tax Agent: 779269 19-May-2005
Title: METHOD AND SYSTEM FOR ORGANIZING DATA

Country: European Patent Convention 00950345.9 14-Jul-2000
Tax Agent: KIRSCHNER & KOLLEGEN
Title: METHOD AND SYSTEM FOR ORGANIZING DATA

Country: India IN/PCT/2002/00190 14-Jul-2000
Tax Agent: 206603 03-May-2007
Title: METHOD AND SYSTEM FOR ORGANIZING DATA IN A DATABASE SYSTEM

Country: United States of America 09/617047 14-Jul-2000
Tax Agent: 6542896 01-Apr-2003
Title: SYSTEM AND METHOD FOR ORGANIZING DATA

Country: United States of America 09/412970 06-Oct-1999
Tax Agent: 6457006 24-Sep-2002
Title: SYSTEM AND METHOD FOR ORGANIZING DATA

Country: Australia 2005200790 14-Jul-2000
Tax Agent:
Title: METHOD AND SYSTEM FOR PROCESSING INFORMATION

Country: Japan 2005-353828 14-Jul-2000
Tax Agent:
Title: METHOD AND SYSTEM FOR ORGANIZING DATA

		2008203532	06-Aug-2008
<i>Country:</i> Australia			
<i>Tax Agent:</i>			
<i>Title:</i> METHOD AND SYSTEM FOR PROCESSING INFORMATION			
		09/833069	12-Apr-2001
<i>Country:</i> United States of America		6944619	13-Sep-2005
<i>Tax Agent:</i>			
<i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA			
		02719468.7	11-Apr-2002
<i>Country:</i> European Patent Convention			
<i>Tax Agent:</i> Puschmann & Borchert			
<i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA			
		2002-7016969	11-Apr-2002
<i>Country:</i> Korea, Republic of			
<i>Tax Agent:</i>			
<i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA			
			11-Apr-2002
<i>Country:</i> China (Peoples Republic)			
<i>Tax Agent:</i>			
<i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA			
		PCT/US02/11046	11-Apr-2002
<i>Country:</i> Patent Cooperation Treaty			
<i>Tax Agent:</i>			
<i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA			

<i>Country:</i> United States of America	11/221883	09-Sep-2005
<i>Tax Agent:</i>	7870113	11-Jan-2011
<i>Title:</i> SYSTEM AND METHOD FOR ORGANIZING DATA		

<i>Country:</i> United States of America	10/770391	04-Feb-2004
<i>Tax Agent:</i>		
<i>Title:</i> SYSTEM AND METHOD FOR TRANSLATING LANGUAGES USING AN INTERMEDIATE CONTENT SPACE		

(Schedule 2 Follows)

SCHEDULE 2
ASSIGNED TRADEMARKS

Trademark	App Number Reg Number	App Date Reg Date
Hi (Stylized) <i>Country:</i> United States of America <i>Classes:</i> 09 Int., 35 Int., 42 Int.	78/839242	16-Mar-2006
HILBERT <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	76/249375 2778288	02-May-2001 28-Oct-2003
HILBERT <i>Country:</i> United States of America <i>Classes:</i> 09, 35, 42	78/813355 3593143	13-Feb-2006 17-Mar-2009
HILBERT (Stylized) <i>Country:</i> United States of America <i>Classes:</i> 09, 35, 42	78/839213 3593171	16-Mar-2006 17-Mar-2009
H-SCRIPT <i>Country:</i> United States of America <i>Classes:</i> 9	76/249377 2917655	02-May-2001 11-Jan-2005
H-SCRIPT <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	76/396488 2787319	18-Apr-2002 25-Nov-2003

PRIMENTIA	76/381339	12-Mar-2002
<i>Country:</i> United States of America	2780388	04-Nov-2003
<i>Classes:</i> 35		

PRIMENTIA	76/381344	12-Mar-2002
<i>Country:</i> United States of America	2772435	07-Oct-2003
<i>Classes:</i> 42 Int.		

PRIMENTIA	76/381345	12-Mar-2002
<i>Country:</i> United States of America	2780389	04-Nov-2003

(Schedule 3 Follows)

SCHEDULE 3

ASSIGNED COPYRIGHTS

Copyrights and copyright registrations to all original works whatsoever broadly construed on all marketing materials, documents and other original works created in connection with the business of Assignor.

**Schedule C
Transfer**

OK