

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6446161

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT	
<b>EFFECTIVE DATE:</b>	10/08/2004	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MINDFABRIC, INC.	10/08/2004
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ROBERT D. LINDNER JR.	
<b>Street Address:</b>	3955 MONTGOMERY ROAD	
<b>City:</b>	CINCINNATI	
<b>State/Country:</b>	OHIO	
<b>Postal Code:</b>	45212	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	7013263
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(425)679-0580	
<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>		
<b>Email:</b>	ivrecording@intven.com	
<b>Correspondent Name:</b>	INTELLECTUAL VENTURES MANAGEMENT- IP LEGAL	
<b>Address Line 1:</b>	3150 139TH AVENUE SE	
<b>Address Line 2:</b>	BUILDING 4, FLOOR 3	
<b>Address Line 4:</b>	BELLEVUE, WASHINGTON 98005	
<b>NAME OF SUBMITTER:</b>	JANICE L. GOEBEL	
<b>SIGNATURE:</b>	/Janice L. Goebel/	
<b>DATE SIGNED:</b>	12/11/2020	
<b>Total Attachments: 12</b>		
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## VOLUNTARY REPOSSESSION AND RELEASE AGREEMENT

This VOLUNTARY REPOSSESSION AND RELEASE AGREEMENT dated effective as of October 8, 2004 ("Agreement") by and between MINDFABRIC, INC., a Delaware corporation ("Company") and ROBERT D. LINDNER, JR., in his capacity as collateral agent ("Secured Party") for those certain Noteholders (including the Secured Party) identified on Schedule 1 hereto ("Noteholders").

### WITNESSETH:

WHEREAS, the Company is indebted and has incurred obligations to the Noteholders pursuant to a Note Purchase Agreement dated as of January 21, 2004 (as amended and supplemented from time to time, "Purchase Agreement"), and (ii) that Secured Promissory Note in the maximum principal amount of Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000.00) dated January 21, 2004 (as amended and supplemented from time to time, "Note");

WHEREAS, pursuant to the terms of that certain Security Agreement between Company and Secured Party dated as of January 21, 2004 ("Security Agreement") (and collectively, with the Note, the Purchase Agreement, and all other instruments and agreements executed in connection with any indebtedness of the Company to the Noteholders, "Loan Documents"), Secured Party holds a valid, perfected security interest in all of the intellectual property assets of the Company, all as more fully described in Exhibit "A" attached hereto ("Collateral");

WHEREAS, the Collateral Agent perfected its security interest in the Collateral by filing Financing Statements with the Delaware Secretary of State;

WHEREAS, one or more Events of Default (as defined in the Purchase Agreement) have occurred and are continuing;

WHEREAS, pursuant to the terms of that certain Intercreditor Agreement dated as of January 21, 2004 by and among the Secured Party and the other Noteholders ("Intercreditor Agreement"), a Purchaser Majority (as defined in the Intercreditor Agreement) has authorized and approved the Secured Party to pursue on behalf and for the ratable benefit of the Noteholders Enforcement Actions (as defined in the Intercreditor Agreement) with respect to the Company and the Collateral; and

WHEREAS, the Company has agreed pursuant to Section 9-620 of the Uniform Commercial Code and the corresponding provisions of Delaware law to surrender and transfer the Collateral in partial satisfaction of the obligations of the Company to the Noteholders as evidenced by the Loan Documents.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter contained, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Surrender of the Assets.

The Company hereby agrees to surrender to Secured Party the Collateral and authorizes the Secured Party to take immediate possession of the Collateral. The Company expressly consents to Secured Party's acceptance and retention of the Collateral in partial satisfaction of obligations of the Company to the Noteholders pursuant to the Loan Documents in an amount equal to \$1,500,000.00. In connection with such surrender, the Company shall (i) deliver to Secured Party ~~all originals and copies of all documentation, records and files related to the~~ Collateral not already in Secured Party's possession, and (ii) execute such further documents as may be requested by Secured Party from time to time in order to effectuate the transfer of the Collateral and any future disposition of the Collateral by the Secured Party.

Section 2. Consent and Waiver.

(a) The Company does hereby release all of its rights, title and interests, of every kind and description, in and to the Collateral and does hereby waive any and all rights and remedies, whether at law or in equity, to redeem the Collateral and the legal title thereto, which rights are hereby fully and forever foreclosed and extinguished.

(b) The Company acknowledges and agrees that the Collateral is subject to the security interests created under the Security Agreement, that Company is in default under the Loan Documents, and that Secured Party is entitled to repossession of the Collateral pursuant to the Loan Documents and applicable law.

(c) The Company hereby waives the institution of legal proceedings and all notices to which it may be entitled, including any right to notice and a hearing and all rights of redemption.

Section 3. Representations and Warranties of the Company. The Company represents and warrants to Secured Party as follows:

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware.

(b) The Company has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; the execution, delivery and performance of this Agreement by the Company has been duly authorized by all necessary corporate action on the part of the Company; and this Agreement has been duly executed and delivered by the Company and constitutes the valid and legally binding obligation of the Company enforceable in accordance with its terms.

(c) The Company holds good title to all the Collateral and has the power and authority to surrender possession of the Collateral to Secured Party pursuant to the terms of this Agreement.

(d) The Company warrants that it has the authority to make all assignments required to transfer the Collateral to Secured Party, that there is no legal restriction or agreement affecting such assignments.

Section 4. Covenants.

The Company acknowledges and agrees that:

(a) One or more Events of Default have occurred and are continuing under the Loan Documents.

(b) In addition to the specific obligations set forth in Section 6 below, the Company shall take all actions necessary in order to effectuate the immediate surrender, transfer and further disposition of the Collateral and shall cooperate fully and immediately with any and all requests by Secured Party from time to time intended to accomplish such transfer, surrender and further disposition.

(c) Secured Party or his employees or authorized agents may enter upon the premises of the Company without any obligation to pay rent to the Company, or any other place or places where the Collateral is believed to be located and kept, and render the Collateral unusable or remove the Collateral therefrom to the premises of Secured Party or any agent of Secured Party, for such time as Secured Party may desire, in order to effectively collect the Collateral and otherwise effectuate the purposes of this Agreement.

(d) The Collateral includes, without limitation, all of the Company's payment, enforcement, consent, and other contractual rights with respect to all licenses and similar agreements constituting Collateral. The Company agrees to take such actions as may be requested by Secured Party from time to time in order to facilitate Secured Party's enforcement, modification, settlement of disputes, or other actions taken by Secured Party, or its successors or assigns, with respect to such rights.

Section 5. No Novation or Release of Obligations. Except to the extent specifically set forth in Section 1 herein, nothing in this Agreement shall be construed to be a release, novation, accord and satisfaction or compromise in settlement of the Company's obligations under the Loan Documents and documents executed in connection therewith.

Section 6. Further Agreements and Assurances. From time to time after the date hereof, at Secured Party's request and without further consideration, the Company will execute and deliver such instruments of conveyance, assignment and transfer and take such other action as Secured Party may reasonably require to enable the effective transfer of the Collateral to Secured Party, or any subsequent disposition from Secured Party. Secured Party and his employees and authorized agents, or any of them, are hereby irrevocably appointed the attorneys-in-fact of the Company to do all acts and things which Secured Party may deem

necessary or advisable to effectuate the purposes of this Agreement and the transfer of the Company's entire right, title and interest in the Collateral to Secured Party, including without limitation the execution, filing and recording of assignments, notice of assignments or other similar statements and notices on behalf of the Company.

Section 7. Release. As part of the consideration for this Agreement, the Company hereby, for itself, its legal representatives, successors and assigns: (a) releases and forever discharges the Noteholders (including the Secured Party in both his capacity as a Noteholder and as the collateral agent) and their employees, officers, directors, agents, accountants, attorneys and parent companies, and all direct and indirect subsidiaries and affiliates of such parent companies and all employees, officers, directors, agents, accountants and attorneys of such parent companies, subsidiaries and affiliates, and the heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Noteholder Parties"), of and from the following (collectively, the "Claims"): any and all actions, causes of action, suits, debts, accounts, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, including, without limitation, fraud, duress, mistake, usury, tortious interference, negligence, and other matters of any kind whatsoever, that the Company has, may have or may in the future have against any one or more of the Noteholder Parties arising out of, for or by reason of or resulting from or in any way relating, in whole or in part, directly or indirectly, to the Collateral, including, without limitation, the voluntary surrender and transfer of the Collateral by the Company to Secured Party pursuant to this Agreement; (b) agrees not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position adverse to any of the Noteholder Parties, which suit or proceeding arises from or relates to, in whole or in part, any of the Claims; and (c) acknowledges that nothing contained herein is to be construed as an admission that any Claims exist or as an admission of liability of any of the Noteholder Parties.

Section 8. Survival of Representations and Warranties. The representations and warranties set forth in this Agreement shall survive the closing of the transactions referenced herein.

Section 9. Waiver; Requirement of Writing. This Agreement cannot be changed or any performance, term or condition waived in whole or in part except by a writing signed by the party against whom enforcement of the change or waiver is sought. Any term or condition of this Agreement may be waived at any time by the party hereto entitled to the benefit thereof.

Section 10. Construction of Agreement. The heading following each numbered paragraph is for purposes of convenience only and shall not be used to construe this Agreement. Wherever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

Section 11. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, heirs and personal representatives. This Agreement and all of Secured Party's rights hereunder shall be assignable by Secured Party to any purchaser or purchasers of the Collateral, or any portion thereof, without notice to or the consent of the Company.

Section 12. Jurisdiction and Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

(b) THE COMPANY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY UNITED STATES FEDERAL OR OHIO STATE COURT SITTING IN CINCINNATI, OHIO, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

~~(c) THE COMPANY WAIVES ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES.~~

Section 13. Miscellaneous.

(a) No delay or failure on the part of any party in exercising any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights hereunder.

(b) This Agreement (including the Exhibits and Schedules attached hereto) constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether spoken or written, relating to the specific subject matter hereof. The terms of this Agreement cannot be changed, modified, released or discharged orally.

(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(d) All Exhibits and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

(e) Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(f) Nothing in this Agreement is intended to confer any rights or remedies, whether express or implied, under or by reason of this Agreement, on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

(g) No delay or omission to exercise any right, power or remedy accruing to any party hereto, upon any breach or default of any other party hereto, under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

*[Remainder of page intentionally left blank. Signatures to follow.]*

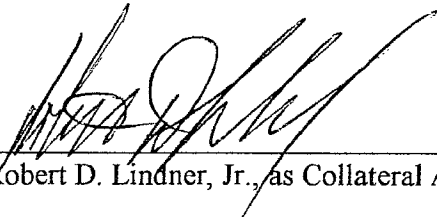
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**MINDFABRIC, INC.**

By: David T. Rawlings  
Name: DAVID T. RAWLINGS  
Title: CEO

  
Robert D. Lindner, Jr., as Collateral Agent

**SCHEDULE 1**

**Noteholders**

David Stone

Edward W. Benjamin

United States Trust Company of New York, Trustee for Trust Under Deed Mary F. Wisdom for  
Adelaide W. Wisdom

United States Trust Company of New York, Trustee for Trust Under Deed Adelaide Wisdom  
Benjamin for A. Leith B. Hill

United States Trust Company of New York, Trustee for Trust Under Deed Adelaide Wisdom  
Benjamin for E.W. Benjamin

United States Trust Company of New York, Trustee for Trust Under Deed Adelaide Wisdom  
Benjamin for S.M. Benjamin

United States Trust Company of New York, Trustee for Trust Under Deed Adelaide Wisdom  
Benjamin for M.D. Benjamin

Benjamin Investing Partnership

David C. Lindner

Milstein Brothers Capital Partners III, LLC

Wholesale Investment Limited Partnership

Drake Investment Limited Partnership

Robert C. Jones and Kandace K. Jones, JTWROS

Gary Whalen

D.C. Partners, L.L.C.

J. Michael Devitt

J. Stewart Devitt, IRA

Leo Spitzer

Jack Moran

Afsaneh Naimollah

# EXHIBIT "A"

## Collateral

"Collateral" means all of Company's right, title and interest in all copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade names, service marks, service mark applications, manufacturing processes, formulae, trade secrets, customer lists and know how, whether now owned, or at any time hereafter acquired, or in which Company now has or at any time in the future may acquire any right, title or interest, including, without limitation, the following:

### (a) Patents

<u>Country</u> <u>ID</u>	<u>Type</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Title</u>
			5,836,771	Learning Method and System Based on Questioning
			5,884,302	System and Method to Answer a Question
			5,934,910	A Learning Method and System Based on Questioning
CN	UTL	97181605.0*		A Learning Method and System Based on Questioning
EP	UTL	97954027.5		A Learning Method and System Based on Questioning
HK	UTL	00105175.6*		A Learning Method and System Based on Questioning
US	UTL	09/347,184	6,501,937	Learning Method and System Based on Questioning
US	UTL	09/387,932	6,498,921	Method and System to Answer a Natural-Language Question
US	UTL	09/496,863	6,571,240	Information Processing for Searching
US	UTL		6,336,029	Method and System for Providing Information in Response to Questions

<u>Country ID</u>	<u>Type</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Title</u>
US	UTL	09/935,538	6,480,698	A Learning Method and System Based on Questioning
US	UTL	10/060,120*		Method and System to Answer a Natural-Language Question
WO	UTL	PCT//US97/2177*		A Learning Method and System Based on Questioning
US	PRV	60/236,650**		Natural-Language Voice-Activated Personal Assistant
US	UTL	09/964,947 (Published)		Natural-Language Voice-Activated Personal Assistant
US	PRV	60/254,298**		Natural Query Interface Based on Concept Selection
US	UTL	09/976,440		Natural Query Interface Based on Concept Selection
US	PRV	60/286,259**		Method and System for Information Retrieval Based on Menu Selections
US	UTL	10/006,930		Method and System for Information Retrieval Based on Menu Selections
US	PRV	60/307,072**		Dynamically Delivering Information Related to Information Previously Accessed
US	UTL	09/996,525		Method and System for Retrieving Information Using Implicit Feedback
US	UTL	10/104,546		Online Interaction Processing
US	PRV	60/339,452**		Online Interaction Processing
US	PRV	10/124,189		Self-Help Product Locator

## (b) Trademarks

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>
Mindfabric	78/078887	2805724
ProfessorQ	75/820890	2628719
Mindfabric's circle logo	78/095059	2837200

\* Abandoned  
\*\* Expired

EXHIBIT D