

RE
T

08-14-2001



D

Docket No.:

49957

Tab settings

101810026

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

Triton Systems, Inc.
200 Turnpike Road
Chelmsford, MA 01824

86-01

- Individual(s)
- General Partnership
- Corporation-State Massachusetts
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 29, 2001

2. Name and address of receiving party(ies):

Name: Sensera, Inc.

Internal Address:

Street Address: 200 Turnpike Road

City: Chelmsford State: MA ZIP: 01824

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76/146,637

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Linda Buckley

Internal Address: EDWARDS & ANGELL, LLP

Dike, Bronstein, Roberts & Cushman

Intellectual Property Group

Street Address: P.O. Box 9169

City: Boston State: MA ZIP: 02209

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1105

DO NOT USE THIS SPACE

08/13/2001 DBYRNE 00000056 76146637

01 FC:481 40.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Linda M. Buckley

Name of Person Signing

Linda M. Buckley

Signature

08/02/01

Date

Total number of pages including cover sheet, attachments, and

12

TRADEMARK



08-06-2001

U.S. Patent & TMO/TM Mail Rcpt Dt #26

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into this 29th day of May, 2001, by Triton Systems, Inc., a Massachusetts corporation ("Assignor"), and Sensera, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into a Contribution Agreement dated as of May 29, 2001 (the "Agreement") providing for the contribution by Assignor of assets owned by Assignor including certain intellectual property;

WHEREAS, Assignor agrees in Section 2.1 of the Agreement to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound:

DEFINITIONS

The following definitions shall apply to this Assignment:

"Intellectual Property" shall mean all Copyrights, Trademarks, Patents, and Trade Secrets, and any and all other confidential or proprietary information.

"Copyrights" shall mean all United States and foreign works of authorship, software (in object and source code formats), databases, and semiconductor chip/mask works, including any United States and foreign registrations for, or applications to register, any of the foregoing, including the registrations and applications (if any) listed in attached Schedule 3.

"Trademarks" shall mean all United States and foreign trademarks, service marks, logos, designs, slogans, trade names, domain names, package designs, product designs, and assumed names, including any United States and foreign registrations for, or applications to register, any of the foregoing, including the registrations, applications, and domain names (if any) listed in attached Schedule 2.

"Patents" shall mean all United States and foreign inventions, improvements, technical information, technologies, and know-how, including all United States and foreign patents or patent applications relating thereto, including the patents and applications (if any) listed in attached Schedule 1, and including all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations.

"Trade Secrets" shall mean all United States and foreign proprietary processes, technologies, methods, formulas, inventions, improvements, technical information, technologies, and know-how, including without limitation the design, development, manufacture, and use thereof.

COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name;

2. Assignee hereby accepts the foregoing assignment and expressly assumes all liabilities, debts and obligations associated with the Copyrights to the limited extent set forth in the Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation that may constitute a Retained Liability (as defined in the Agreement);

3. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining copyright protection for, and confirming Assignee's title to, the Copyrights, at Assignee's sole expense;

TRADEMARKS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name;

5. Assignee hereby accepts the foregoing assignment and expressly assumes all liabilities, debts and obligations associated with the Trademarks to the limited extent set forth in the Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation that may constitute a Retained Liability (as defined in the Agreement);

6. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars;

PATENTS

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name;

8. Assignee hereby accepts the foregoing assignment and expressly assumes all liabilities, debts and obligations associated with the Patents to the limited extent set forth in the Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation that may constitute a Retained Liability (as defined in the Agreement);

9. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices;

TRADE SECRETS

10. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name;

11. Assignee hereby accepts the foregoing assignment and expressly assumes all liabilities, debts and obligations associated with the Trade Secrets to the limited extent set forth in the Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation that may constitute a Retained Liability (as defined in the Agreement);

12. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense;

GENERAL

13. Assignor represents and warrants to Assignee that the Intellectual Property being sold, assigned, and transferred to Assignee by this instrument constitutes all U.S. and foreign Copyrights, Trademarks, Patents, and Trade Secrets used in or related to Assignor's Business (as defined in the first "WHEREAS" clause of the Agreement);

14. Assignor represents, covenants and warrants with and to Assignee that the rights, titles, and interests herein sold, assigned and transferred to Assignee are free and clear of any liens, encumbrances or claims, that Assignor has full right to convey the same rights, titles, and interests, and that, to the best of Assignee's knowledge, Assignee's use of the Intellectual Property being conveyed to Assignee herein does not infringe the rights of any third parties;

15. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

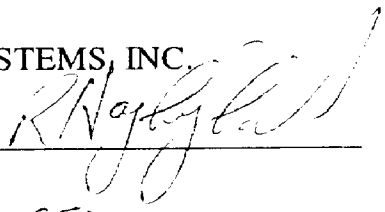
16. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware;

17. This Assignment and the Agreement contain the entire agreement and understanding of the parties relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties; and

18. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it as of the date set forth above.


TRITON SYSTEMS, INC.

By: 

Name:

Title: CEO

SENSERA, INC.

By: 

Name:

Title: CEO

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

:
: ss.
:

COUNTY OF PHILADELPHIA

R. Highgate, being duly sworn, says that he is the President of Triton Systems, Inc, a Massachusetts corporation, and acknowledges that he did sign the Intellectual Property Rights Assignment on behalf of Triton Systems, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 29 day
of MAY, 2001.

Ronald A. Marone
Notary Public

My commission expires: _____

(SEAL)

Notarial Seal
Ronald A. Marone, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Feb. 21, 2004
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA :
 : SS.
COUNTY OF PHILADELPHIA :

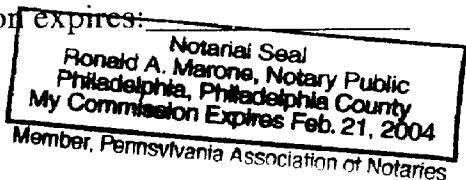
S. D. model, being duly sworn, says that he is the CFO of Sensera, Inc., a Delaware corporation, and acknowledges that he did sign the Intellectual Property Rights Assignment on behalf of Sensera, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 29 day
of APR, 2001.

Ronald A. Marone
Notary Public

My commission expires: _____

(SEAL)



Schedule 1 Intellectual Property – Patents

PHLEGAL: #1039085 v1 (M9RH01!.DOC)

TRADEMARK
REEL: 002348 FRAME: 0346

Schedule 2 Intellectual Property – Trademarks

I. PENDING TRADEMARK APPLICATIONS

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
WEBSSENSOR	76/146637	10/13/00

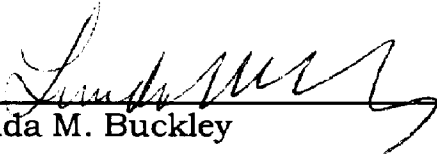
Schedule 3 Intellectual Property - Copyrights

PHLEGAL: #1039085 v1 (M9RH01!.DOC)

TRADEMARK
REEL: 002348 FRAME: 0348

NOTARIAL CERTIFICATE

The attached copy of "Intellectual Property Rights Assignment" dated May 29, 2001, is a true copy of the original except that information in Schedules 1 through 3 which is not pertinent to assignment of the subject trademark has been redacted.



Linda M. Buckley

My commission expires 02/11/05