

09-03-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): AURIGIN SYSTEMS, INC. 8.27.02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: MICROPATENT LLC
Internal Address:
Street Address: 250 Dodge Avenue
City: East Haven State: CT Zip: 06512
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
Other Limited Liability Company
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 08/15/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,240,974; 2,392,379; 2,109,639;
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael K. Cantwell
Internal Address: Willkie Farr & Gallagher
Street Address: 787 Seventh Avenue
City: New York State: NY Zip: 10019

7. Total fee (37 CFR 3.41) \$ 90.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 23-2405

DO NOT USE THIS SPACE

9. Signature.
Michael K. Cantwell
Name of Person Signing

Signature

August 27, 2002
Date

6
Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made between AURIGIN SYSTEMS, INC., a corporation organized under the laws of the State of California (the "Assignor,"), to MICROPATENT LLC, a limited liability company organized under the laws of the State of Delaware (the "Assignee,").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of May 3, 2002 (the "Purchase Agreement,"), transferring Assignor's rights in certain Purchased Assets (as defined in the Purchase Agreement), including the Trademarks (as hereinafter defined); and

WHEREAS, Assignee and Assignor now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery to Assignee of this instrument evidencing the sale, transfer and assignment to Assignee of all Assignor's right, title and interest in, to and under the trademarks and trademark registrations identified on Schedule A attached hereto (hereinafter collectively, the "Trademarks,"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks, in the United States and all appropriate jurisdictions, if any, outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer, as of the date first above written.

ASSIGNOR:
AURIGIN SYSTEMS, INC.

By: [Signature] 15 Aug 02
Name: Richard M Kipperman
Title: Responsible Individual

STATE OF _____ }
 } ss:
COUNTY OF _____ }

Before me, the undersigned, a Notary Public of the State of _____, personally appeared _____, having been sworn by me according to law did depose and say he was the _____ of _____ (the "Assignor,") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this _____ day of _____, _____.
See Attached acknowledgment, RW

AGREED AND ACKNOWLEDGED:
MICROPATENT LLC

By: _____
Name: _____
Title: _____

Schedule A

Trademarks and Registrations Therefor

Mark	Registration No./ Application No.	Registration Date/ Filing Date
THEMESCAPE	2,240,974	April 20, 1999
CARTIA	2,392,379	October 3, 2000
112 & Design	2,109,639	October 28, 1997

1078939.1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

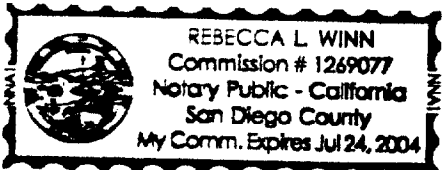
No. 5193

State of CALIFORNIA }
County of SANDIEGO }

On 8-15-02 before me, REBECCA L. WINN, NOTARY PUBLIC,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared RICHARD M KIPPERMAN
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Rebecca L. Winn
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: RESPONSIBLE INDIVIDUAL

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
AURIGIN SYSTEMS, INC.

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT TRADEMARK ASSIGNMENT
NUMBER OF PAGES 3 DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE N/A

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.