

08-07-2002



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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. 8/1/02
 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
 Other Limited Liability Company -Delaware
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: 05/09/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/214,358;
75/657,330; 75/657,331
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

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

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) \$ 390.00
 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 1, 2002
Date

Total number of pages including cover sheet, attachments, and document: 9

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

08/06/2002 6TOM11 00000216 232405 75214358
01 FC:481 40.00 CH
02 FC:482 350.00 CH

TRADEMARK REEL: 002556 FRAME: 0714

Trademark Registration Numbers:

1,970,318

2,144,164

2,179,933

2,348,908

1,874,567

2,313,243

2,303,887

2,440,329

2,434,686

2,385,542

2,410,456

2,408,411

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of the 9th day of May, 2002, from 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 is the owner of certain Trademarks (as defined below);

WHEREAS, Assignee is desirous of acquiring the Trademarks and related business from Assignor;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 3, 2002 (the "Purchase Agreement"); 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 right, title and interest in, to and under the Trademarks.

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

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over unto Assignee, its successors, legal representatives and assigns, all right, title and interest in, to and under the Trademarks, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, fully and entirely as if the same would have been held and enjoyed by Assignor if this Assignment had not been made. As used in this Assignment, "Trademarks" shall mean all trademark and service mark assets of any kind and the related business, including without limitation (a) any United States, foreign and common law rights in trademarks, service marks, trade names and trade dress, product names, all assumed or fictitious names and the logos associated therewith, and all registrations and applications therefor, all rights to renew or extend the registrations (and registrations which shall issue from applications), all registrations and applications set forth in Schedule A attached hereto, and all legal or common law equivalents of any of the foregoing held by Assignor throughout the universe; (b) any licenses and other agreements providing Assignor or a third party with the right to use any item of the type referred to in clause (a) (to the extent this Assignment is not in conflict with any provision of same), including the right to sue for breach or enforcement of any such licenses or other agreements, subject, in each case, to the terms of such licenses and other agreements; (c) any proceeds of any item of the type referred to in clauses (a) and (b), including license fees, royalty payments and the right to sue third parties for past, present or future infringements of same and to collect all proceeds of infringement suits and judgments in respect thereof for Assignee's own use or for the use of its successors, assigns or other legal representatives; and (d) that portion of Assignor's business to which any item of the type referred to in clauses (a) through (c) pertain, including the

goodwill of Assignor's business appurtenant thereto or otherwise symbolized by and associated therewith.

2. Recordation. If Assignee elects to record this Assignment with the United States Patent & Trademark Office (or any equivalent State agency) or any like office of any country or countries foreign to the United States, Assignee shall bear all costs and fees associated with such recording. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any like official of any State or any country or countries foreign to the United States whose duty it is to register trademarks, to transfer all registrations and applications for a trademark or service mark included in the Trademarks to Assignee as owner of the entire right, title and interest therein or otherwise as Assignee may direct, and to issue to Assignee, its successors, legal representatives and assigns, all registrations which may issue with respect to any such applications, in accordance with the terms of this instrument.

3. Further Assurances. Assignor covenants and agrees that it will, upon the reasonable request of Assignee and at Assignee's cost and expense, take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated by this Assignment, including executing and delivering, or causing to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Trademarks hereunder; and communicating to Assignee any facts relating to the Trademarks known to Assignor, and testifying in any legal proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Trademarks or otherwise confirming Assignee's interests in the Trademarks.

4. Representation and Covenant. Assignor hereby represents that (a) Assignor owns the Trademarks free and clear of all material liens and encumbrances and Assignor has not executed any agreement, assignment, sale or encumbrance in material conflict herewith; (b) Assignor has the full right to convey the entire interest in the Trademarks herein assigned; (c) Assignor's rights in the Trademarks are valid and enforceable; (d) to Assignor's knowledge, the Trademarks do not violate or infringe, and have not violated or infringed, the intellectual property rights of any third party; (e) Assignor has received no material demand, claim, notice or inquiry which challenges or threatens to challenge or inquires as to whether there is any basis to challenge, the validity of, or Assignor's rights in, the Trademarks, and Assignor knows of no material basis for any such challenge; (f) to Assignor's knowledge, no third party is infringing the Trademarks of Assignor; and (g) Assignor has not granted any license with respect to the Trademarks to any third party. Assignor hereby covenants and agrees that Assignor will not execute any agreement, assignment, sale or encumbrance (nor promise to do so) in material conflict with this Assignment.

5. General Provisions.

a) In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

b) This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

c) The failure of either party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions.

d) This Assignment shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

e) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Assignment may be executed by facsimile signature and such facsimile signature shall be deemed an original.

f) This Assignment shall be interpreted and enforced under the laws of the State of California, without regard to any choice of laws or conflict of laws rule thereof, and, to the extent applicable, United States federal law governing trademarks and Federal Bankruptcy Law.

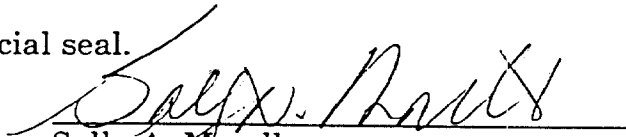
[Signature Page Follows]

State of California)
) ss.
County of Santa Clara)

On May 9, 2002, before me, Sally A. Morello, Notary Public, personally appeared Richard M. Kipperman, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Sally A. Morello
Notary Public, State of California

SCHEDULE A

Trademarks Registrations and/or Applications

Mark	Country	Registration No./Application No.	Date of Registration/Filing
SMARTPATENT	US	1,970,318	04/23/96
S Design	US	2,144,164	03/17/98
SMARTPATENTS and Design	US	2,179,933	08/11/98
PATENTS TO PRODUCTS TO PROFITS	US	2,348,908	05/09/00
SMARTPATENTS.COM	US	75/214,358	12/17/96
PATENT WORKS	US	1,874,567	01/17/95
AURIGIN	US	2,313,243	02/01/00
AURIGIN (stylized)	US	2,303,887	12/28/99
AURGANIZER	US	2,440,329	04/03/01
AUREKA	US	2,434,686	03/13/01
AUREKA	US	2,385,542	09/12/00
AUREKA	US	2,410,456	12/05/00
AUREKA	US	2,408,411	11/28/00
NEWSMAPS	US	75/657,330	03/10/99
NEWSMAPS.COM	US	75/657,331	03/10/99
SMARTPATENT	ECT	288,704	06/05/96
SMARTPATENT	Japan	4,065,124	10/03/97
SMARTPATENTS and Design	Brazil	819861707	03/25/97
SMARTPATENTS and Design	Mexico	551,318	06/25/97
AURIGIN	ECT	973040	05/05/00
AURIGIN	Japan	92118/1998	10/28/98
AUREKA	Benelux	0652299	07/08/99