



4. Attached as Exhibit 3 is a correct and true copy of a February 28, 2008 printout from the USPTO's website showing assignments recorded for U.S. Patent No. 6,199,067.

5. Attached as Exhibit 4 is a correct and true copy of a February 26, 2008 printout from the New York Department of State's website showing Mightiest Logicon Unisearch, Inc.'s business organization status.

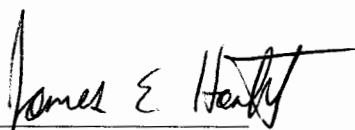
6. Attached as Exhibit 5 is a correct and true copy of a February 28, 2008 printout from the United States Courts' website showing the caseload profile for the U.S. District Court for the Eastern District of Texas.

7. Attached as Exhibit 6 is a correct and true copy of a February 28, 2008 printout from the United States Courts' website showing the caseload profile for the U.S. District Court for the Eastern District of New York.

8. Attached as Exhibit 7 is a correct and true copy of a February 26, 2008 printout from the USPTO's Public Patent Application Information Retrieval website showing prosecuting attorney information associated with U.S. Patent No. 6,199,067.

I declare under the penalty of perjury that the foregoing statements are true and correct.

Executed on this 29th day of February, 2008.

  
By: James E. Hanft

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this paper was served on all counsel who have consented to electronic service, Local Rule CV-5(a)(3)(A), on this 29<sup>th</sup> day of February, 2008.

s/ James E. Hanft

James E. Hanft

**CERTIFICATE OF CONFERENCE**

The undersigned counsel certifies that they have conferred with opposing counsel in a good faith manner in an attempt to resolve the matter without court intervention, and the motion is unopposed.

s/ James E. Hanft

James E. Hanft

# EXHIBIT 1

**Form 205**  
**(Revised 01/06)**

Return in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512 463-5709  
**Filing Fee: \$300**



**Certificate of Formation**  
**Limited Liability Company**

This space reserved for office use.

**FILED**  
In the Office of the  
Secretary of State of Texas

OCT 23 2007

**Corporations Section**

**Article 1 – Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

PA Advisors, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

**Article 2 – Registered Agent and Registered Office**

(Select and complete either A or B and complete C)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

J. Mitchell

Miller

*First Name*

*MI*

*Last Name*

*Suffix*

C. The business address of the registered agent and the registered office address is:

901 Main Street, Suite 3100

Dallas

TX

75202

*Street Address*

*City*

*State*

*Zip Code*

**Article 3 – Governing Authority**

(Select and complete either A or B and provide the name and address of each governing person.)

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

**NAME OF GOVERNING PERSON** (Enter the name of either an individual or an organization, but not both.)

**IF INDIVIDUAL**

Erich

Spangenberg

*First Name*

*MI*

*Last Name*

*Suffix*

OR

**IF ORGANIZATION**

*Organization Name*

**ADDRESS OF GOVERNING PERSON**

5420 LBJ Freeway, Suite 750

Dallas

TX

USA

75240

*Street or Mailing Address*

*City*

*State*

*Country*

*Zip Code*

Form 205

**RECEIVED**  
OCT 23 2007  
Secretary of State

<b>NAME OF GOVERNING PERSON</b> (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
OR			
IF ORGANIZATION			
<i>Organization Name</i>			

<b>ADDRESS OF GOVERNING PERSON</b>				
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

<b>NAME OF GOVERNING PERSON</b> (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
OR			
IF ORGANIZATION			
<i>Organization Name</i>			

<b>ADDRESS OF GOVERNING PERSON</b>				
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

**Article 4 – Purpose**

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

**Supplemental Provisions/Information**

Text Area. [The attached addendum, if any, is incorporated herein by reference.]

**Organizer**

The name and address of the organizer:

Erich Spangenberg

*Name*

5420 LBJ Freeway, Suite 750

Dallas

TX 75240

*Street or Mailing Address*

*City*

*State Zip Code*

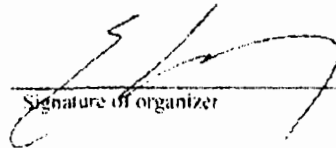
**Effectiveness of Filing (Select either A, B, or C.)**

- A.  This document becomes effective when the document is filed by the secretary of state.
  - B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
  - C.  This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_
- The following event or fact will cause the document to take effect in the manner described below:
- \_\_\_\_\_
- \_\_\_\_\_

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: October 12, 2007

  
 \_\_\_\_\_  
 Signature of organizer

# EXHIBIT 2



## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mightiest Logicon Unisearch, Inc.	09/28/2007
RECEIVING PARTY DATA	
Name:	P.A. Advisors, LLC
Street Address:	207 C North Washington Avenue
City:	Marshall
State/Country:	TEXAS
Postal Code:	75670
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6199067
CORRESPONDENCE DATA	
Fax Number:	(703)370-4800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	patent@hershkovitz.net
Correspondent Name:	Hershkovitz & Associates, LLC
Address Line 1:	2845 Duke Street
Address Line 4:	Alexandria, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	P68386
NAME OF SUBMITTER:	ABRAHAM HERSHKOVITZ
Total Attachments: 3 source=J6800.1.A01 Assignment_executed#page1.tif source=J6800.1.A01 Assignment_executed#page2.tif source=J6800.1.A01 Assignment_executed#page3.tif	

CH \$40.00 6199067

500390235

PATENT  
 REEL: 020061 FRAME: 0265

**CONFIDENTIAL**

**EXHIBIT I  
FORM OF PATENT ASSIGNMENT AGREEMENT**

**PATENT ASSIGNMENT AGREEMENT**

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made as of the 28<sup>th</sup> day of September, 2007 (the "Effective Date"), by and between Mightiest Logicon Unisearch, Inc. ("Assignor") and P.A. Advisors, LLC . ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the inventions (the "Inventions") as described and claimed in the United States and foreign patents and patent application as listed on Schedule A (United States patent properties) and Schedule B (foreign patent properties) hereto (collectively the "Patents");

WHEREAS, Assignor and Assignee have agreed by a Patent Purchase Agreement (the "Purchase Agreement") dated the date hereof by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee subject to the perpetual irrevocable royalty free license to Assignor, and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

**I. ASSIGNMENT**

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Patent in any country or countries and all extensions, renewals and reissues thereof.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose

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duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary or desirable for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, except for the pre-existing licenses identified in Section 7.6 of the Purchase Agreement, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

*[Handwritten signature/initials]*

Assignor

By:

*[Handwritten signature]*

Name: *Ilya Geller*

Title: *President 28 September 2007*

Assignee

By:

*[Handwritten signature]*

Title: *Managing Member*

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**SCHEDULE A  
UNITED STATES PATENTS AND PATENT APPLICATIONS**

Provisional Application 60/116,582  
United States Patent No. 6,199,067

# EXHIBIT 3



United States Patent and Trademark Office

Home | Site Index | Search | Guides | Contacts | eBusiness | eBiz alerts | News | Help



Assignments on the Web > Patent Query

**Patent Assignment Abstract of Title**

**NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.**

**Total Assignments: 2**

**Patent #:** 6199067      **Issue Dt:** 03/06/2001      **Application #:** 09422286      **Filing Dt:** 10/21/1999

**Inventor:** ILYA GELLER

**Title:** SYSTEM AND METHOD FOR GENERATING PERSONALIZED USER PROFILES AND FOR UTILIZING THE GENERATED USER PROFILES TO PERFORM ADAPTIVE INTERNET SEARCHES

**Assignment: 1**

**Reel/Frame:** 010339/0489      **Recorded:** 10/21/1999      **Pages:** 3

**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

**Assignor:** GELLER, ILYA      **Exec Dt:** 10/18/1999

**Assignee:** MIGHTIEST LOGICON UNISEARCH, INC.  
2442 EAST 26TH ST.  
BROOKLYN, NEW YORK 11235

**Correspondent:** EDWARD ETKIN, ESQ.  
295 MADISON AVENUE  
SUITE 1010  
NEW YORK, NY 10017

**Assignment: 2**

**Reel/Frame:** 020061/0265      **Recorded:** 11/02/2007      **Pages:** 4

**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

**Assignor:** MIGHTIEST LOGICON UNISEARCH, INC.      **Exec Dt:** 09/28/2007

**Assignee:** P.A. ADVISORS, LLC  
207 C NORTH WASHINGTON AVENUE  
MARSHALL, TEXAS 75670

**Correspondent:** HERSHKOVITZ & ASSOCIATES, LLC  
2845 DUKE STREET  
ALEXANDRIA, VA 22314

Search Results as of: 02/28/2008 10:29 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.0.1  
Web interface last modified: April 20, 2007 v.2.0.1

# EXHIBIT 4



# NYS Department of State

## Division of Corporations

### Entity Information

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Selected Entity Name: MIGHTIEST LOGICON UNISEARCH INC.

#### Selected Entity Status Information

**Current Entity Name:** MIGHTIEST LOGICON UNISEARCH INC.  
**Initial DOS Filing Date:** MAY 13, 1999  
**County:** KINGS  
**Jurisdiction:** NEW YORK  
**Entity Type:** DOMESTIC BUSINESS CORPORATION  
**Current Entity Status:** ACTIVE

#### Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

MIGHTIEST LOGICON UNISEARCH INC.  
2442 EAST 26 STREET  
BROOKLYN, NEW YORK, 11235

#### Chairman or Chief Executive Officer

ILYS GELLER  
2442 EAST 26TH ST  
BROOKLYN, NEW YORK, 11235

#### Principal Executive Office

ILYS GELLER  
2442 EAST 26TH ST  
BROOKLYN, NEW YORK, 11235

#### Registered Agent

NONE

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#)

[New Search](#)



# EXHIBIT 5

**U.S. DISTRICT COURT - JUDICIAL CASELOAD PROFILE**

		12-MONTH PERIOD ENDING SEPTEMBER 30								
<b>TEXAS EASTERN</b>		2007	2006	2005	2004	2003	2002	Numerical Standing		
OVERALL CASELOAD STATISTICS	Filings*	3,873	3,658	3,583	3,860	4,072	3,610	U.S.	Circuit	
	Terminations	3,572	3,623	3,538	4,243	3,487	4,458			
	Pending	3,352	3,079	3,035	2,983	3,358	2,825			
	% Change in Total Filings	Over Last Year	5.9					19	2	
		Over Earlier Years	8.1		.3	-4.9	7.3	19	3	
Number of Judgeships		8	8	8	8	8	7			
Vacant Judgeship Months**		.0	.0	.0	9.1	4.2	19.3			
ACTIONS PER JUDGESHIP	FILINGS	Total	484	457	448	483	509	515	31	5
		Civil	403	375	376	411	431	444	17	3
		Criminal Felony	81	82	72	71	77	70	36	3
		Supervised Release Hearings**	0	0	0	1	1	1	-	-
	Pending Cases		419	385	379	373	420	404	30	6
	Weighted Filings**		674	550	511	518	529	492	5	2
	Terminations		447	453	442	530	436	637	41	7
	Trials Completed		18	21	21	21	26	22	55	7
MEDIAN TIMES (months)	From Filing to Disposition	Criminal Felony	8.7	9.2	8.3	8.4	7.5	8.9	47	5
		Civil**	9.0	9.0	10.3	6.5	10.9	15.0	42	5
	From Filing to Trial** (Civil Only)		18.0	17.7	15.9	15.4	17.0	14.0	14	2
OTHER	Civil Cases Over 3 Years Old**	Number	41	80	64	47	41	58		
		Percentage	1.5	3.2	2.6	1.9	1.4	2.4	9	2
	Average Number of Felony Defendants Filed Per Case		1.8	1.6	1.7	1.7	1.7	1.4		
	Jurors	Avg. Present for Jury Selection	40.26	36.89	34.27	33.92	32.49	32.40		
		Percent Not Selected or Challenged	35.5	30.1	30.2	32.5	33.5	33.3		

2007 CIVIL AND CRIMINAL FELONY FILINGS BY NATURE OF SUIT AND OFFENSE													
Type of	TOTAL	A	B	C	D	E	F	G	H	I	J	K	L
Civil	3222	128	181	1379	30	20	75	401	252	409	220	3	124
Criminal*	648	18	185	55	168	90	24	30	10	25	11	11	21

\* Filings in the "Overall Caseload Statistics" section include criminal transfers, while filings "By Nature of Offense" do not.

\*\* See "Explanation of Selected Terms."

# EXHIBIT 6

## U.S. DISTRICT COURT - JUDICIAL CASELOAD PROFILE

		12-MONTH PERIOD ENDING SEPTEMBER 30						Numerical Standing		
		2007	2006	2005	2004	2003	2002			
<b>NEW YORK EASTERN</b>										
<b>OVERALL CASELOAD STATISTICS</b>	Filings*	7,044	8,119	7,517	7,351	8,373	9,257	U.S.	Circuit	
	Terminations	7,116	7,028	7,744	8,149	8,507	10,288			
	Pending	10,258	10,461	9,335	9,529	10,325	10,471			
	% Change in Total Filings	Over Last Year		-13.3					87	6
		Over Earlier Years			-6.3	-4.2	-15.9	-23.9	80	6
Number of Judgeships		15	15	15	15	15	15			
Vacant Judgeship Months**		12.0	19.3	20.2	16.8	26.2	12.3			
<b>ACTIONS PER JUDGESHIP</b>	FILINGS	Total	469	541	501	490	558	617	35	3
		Civil	383	466	423	397	449	507	26	2
		Criminal Felony	54	48	54	65	87	89	66	4
		Supervised Release Hearings**	32	27	24	28	22	21	27	3
	Pending Cases		684	697	622	635	688	698	11	3
	Weighted Filings**		494	527	537	536	611	625	32	3
	Terminations		474	469	516	543	567	686	35	2
	Trials Completed		18	13	16	23	24	26	55	1
<b>MEDIAN TIMES (months)</b>	From Filing to Disposition	Criminal Felony	17.1	15.6	15.1	12.6	10.8	11.2	92	5
		Civil**	10.8	10.5	11.6	11.2	10.5	8.9	77	4
	From Filing to Trial** (Civil Only)		34.6	29.0	30.3	33.0	35.3	30.4	74	4
<b>OTHER</b>	Civil Cases Over 3 Years Old**	Number	752	831	763	789	760	822		
		Percentage	9.2	9.8	10.3	10.4	9.1	9.6	79	2
	Average Number of Felony Defendants Filed Per Case		1.6	1.7	1.6	1.6	1.5	1.5		
	Jurors	Avg. Present for Jury Selection	96.13	100.24	76.22	71.01	82.93	67.46		
		Percent Not Selected or Challenged	38.5	40.6	40.3	38.4	41.7	44.3		

2007 CIVIL AND CRIMINAL FELONY FILINGS BY NATURE OF SUIT AND OFFENSE													
Type of	TOTAL	A	B	C	D	E	F	G	H	I	J	K	L
Civil	5751	232	513	715	50	55	689	613	624	248	1009	25	978
Criminal*	790	6	299	69	110	134	19	34	16	9	11	26	57

\* Filings in the "Overall Caseload Statistics" section include criminal transfers, while filings "By Nature of Offense" do not.

\*\* See "Explanation of Selected Terms."

# EXHIBIT 7

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09/422,286	SYSTEM AND METHOD FOR GENERATING PERSONALIZED USER PROFILES AND FOR	02-26- 2008::11:33:49
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**Attorney/Agent Correspondence Information**

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**Correspondence Address**

---

Name: EDWARD ETKIN, ESQ.

Address: Law Office of Edward Etkin, PC  
228 West End Avenue, Suite A  
Brooklyn NY 11235

---

**Attorney/Agent Information**

---

Reg #	Name	Phone
37824	Etkin, Edward	718-648-2122

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Close Window