

05-15-1998



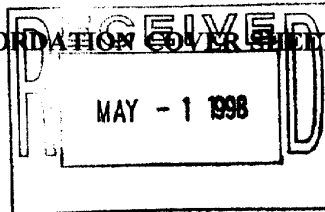
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patents 0326-052

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT ASSIGNMENT RECORDATION COVER SHEET

Box ASSIGNMENT
Comm'r Patents & Trademarks
Washington, D.C. 20231



Dear Sir:

Please record the attached original document or copy thereof.

- 1) Name of conveying party(ies):
Derek N. Stein, Arthur L. Thomas, and Mark Alexander
- 2) Name and address of receiving party(ies):
Merrill Lynch, Pierce, Fenner & Smith, 250 Vesey St., New York, NY 10281
- 3) The nature of the conveyance is an **assignment**, which was executed on 15 and 16 April, 1998.
- 4) This document is to be recorded against U.S. Pat. Appln. 08/970,483.
The total number of patents and/or applications involved is 1.

Please send all correspondence regarding this paper to the firm address shown below.

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.

Enclosed is a check in the amount of \$ 40.00. Please charge any additional fees required by this paper, and credit any overpayment, to the firm's Deposit Acct. No. 08-2776.

Respectfully submitted,

CERTIFICATE OF MAILING OR
TRANSMISSION — 37 CFR 1.8

I hereby certify that I have a reasonable basis that this paper, along with any referred to above, (i) are being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to Commissioner of Patents and Trademarks, Washington, D.C. 20231, or (ii) are being transmitted to the U.S. Patent & Trademark Office in accordance with 37 CFR § 1.8(d).

DATE: April 27, 1998

NAME: Lois M. King

SIGNATURE: Lois M. King

Bradley N. Ruben
Bradley N. Ruben
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Kalil & Judlowe
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27 April 1998

05/13/1998 SSMITH

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PATENT
REEL: 9160 FRAME: 0392

ASSIGNMENT

This assignment, by Derek N. Stein, Arthur L. Thomas, and Mark Alexander (hereinafter collectively the "assignor"), witnesseth:

WHEREAS, the said assignor has invented certain new and useful improvements in DISTRIBUTED ARCHITECTURE UTILITY as set forth in an application for Letters Patent of the United States filed on November 14, 1997, and accorded serial no. 08/970,483; and

WHEREAS, Merrill Lynch, Pierce, Fenner & Smith, a corporation duly organized under and pursuant to the laws of the State of Delaware, and having its principal place of business at 250 Vesey St., New York, New York, 10281(hereinafter the "assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions and said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the assignor hereby sells, assigns, transfers, and sets over, unto the assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the abovementioned inventions, application, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions thereof, and to invoke and claim for any application for patent or other form of protection for said invention(s) filed by it or them, the benefit of all rights under the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, the same to be held and enjoyed by the assignee, for its own use and behoof and that of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor had this transfer not been made.

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the said assignor is the sole and lawful owner of the entire right, title, and interest in and to the said invention(s) and the

application(s)/patent(s) above mentioned, and that the same are unencumbered and that the said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives, and assigns, whenever counsel of any of the same shall advise that any proceeding in connection with said inventions or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation, or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent for said inventions in any country to be obtained thereon is lawful and desirable, that they shall sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent for said inventions, without charge to the assignee, its successors, legal representatives, and assigns, but at the cost and expense of the assignee, its successors, legal representatives, and assigns.

AND the said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behoof of the assignee, its successors, legal representatives, and assigns.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said assignee or nominee to claim the aforesaid benefits provided under the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

We covenant with said assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

Date: 4/16/98 Signature of Inventor: Derek Stein

Before me, a notary public in and for KINGS COUNTY
STATE OF NEW YORK (city or county, and state), personally
appeared **Derek N. Stein**, to me known to be the person described in the foregoing
instrument, who, being first duly sworn, acknowledged his signature on the same and in
my presence and declared the same to be his free act and deed on the date written
above opposite his signature.

SHIRLEY A. VICKERS
NOTARY PUBLIC, State of New York
No. 4933589
Qualified in Kings County
Commission Expires Aug. 1, 1998

Shirley A. Vickers
Notary Public
My commission expires: AUGUST 1, 1998
(SEAL)

Date: 4/15/98 Signature of Inventor: Arthur L. Thomas

Before me, a notary public in and for KINGS COUNTY, STATE OF NEW YORK
~~QUEEN'S COUNTY~~ (city or county, and state), personally
appeared **Arthur L. Thomas**, to me known to be the person described in the foregoing
instrument, who, being first duly sworn, acknowledged her signature on the same and in
my presence and declared the same to be her free act and deed on the date written
above opposite her signature.

SHIRLEY A. VICKERS
NOTARY PUBLIC, State of New York
No. 4933589
Qualified in Kings County
Commission Expires Aug. 1, 1998

Shirley A. Vickers
Notary Public
My commission expires: AUGUST 1, 1998
(SEAL)

Date: 4/15/98 Signature of Inventor: Mark Alexander

Before me, a notary public in and for KINGS COUNTY
STATE OF NEW YORK (city or county, and state), personally
appeared **Mark Alexander**, to me known to be the person described in the foregoing
instrument, who, being first duly sworn, acknowledged her signature on the same and in
my presence and declared the same to be her free act and deed on the date written
above opposite her signature.

SHIRLEY A. VICKERS
NOTARY PUBLIC, State of New York
No. 4933589
Qualified in Kings County
Commission Expires Aug. 1, 1998

Shirley A. Vickers
Notary Public
My commission expires: AUGUST 1, 1998
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