SAW/mlt 3382-499990   P	5-1 <b>99</b> 8
[5][-[]-1500 Z	TALLEM TALLE MARKET NAME OF THE PARTY OF THE
To the Honorable Commission of Pa 1007	55309 :d the attached original
1. Name of conveying party(ies):Terry Kennedy, Christopher Gustav Ewbank, Dr. Diether Geertner, Mario C. Goertzel, Ryszers K. Kott, and Mathaniel S. Brown.  Additional name(a) of conveying party(ies) attached? Lyes k no	2. Name and address of receiving party(ies):  Name: Microsoft Corporation
3. Nature of Conveyance:	Internal
Nerger - Merger	
Security Agreement Change of Name Other	Street Address: One Nicrosoft Way, Building 4
Execution Date: 5/7/98. 5/12/98. 5/11/98. 5/18/98. 5/22/98	City_RadmondState_Washington ZIP_98052-6399 Additional name(s) & address(es) attached?
	ki no
4. Application number(s) or patent number(s):	
If this document is being filed together with a application is:	new application, the execution date of the
A. Patent Application No. (08) 679,224  Additional numbers at	B. Patent No.()
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
Name: Stephen A. Wight	7. Total fee (37 CFR 3.41):\$40.00
Klarquist Sparkman Campbell Leigh & Whinston Internal Address: One World Trade Center, Suite 1600	I Enclosed  I Any deficiency/overpayment is authorized to be charged to deposit account
Street Address:	8. Deposit account number: 02-4550 (Attach duplicats copy of this page if paying by deposit account)
City Portland State Oregon ZIP 97204-2988	
DO NOT THE	TRIS SPACE
	en/Neg/ >/cme 22,1998
OMB No. 0651-0011 (exp. 4/94)	
7595 '9710001' "10009124' 91041225  SGL	

## **ASSIGNMENT**

WHEREAS, we, Terry Kennedy, Christopher Gustav Ewbank, Dr. Dietmar Gaertner, Mario C. Goertzel, Ryszard K. Kott, and Nathaniel Brown (hereinafter referred to as ASSIGNORS), having post office addresses of Darmstadt, Germany; Seattle, Washington; Ober-Ramstadt, Germany; Kirkland, Washington; Redmond, Washington; and Seattle, Washington, respectively, are the joint inventors of an invention entitled "REMOTE PROCEDURE CALLING WITH MARSHALING AND UNMARSHALING OF ARBITRARY NON-CONFORMANT POINTER SIZES," as described and claimed in the specification forming part of an application for United States letters patent, Application Serial No. 09/040,226, filed March 13, 1998;

WHEREAS Microsoft Corporation, a corporation of the State of Washington having a place of business at One Microsoft Way, Redmond, WA 98052; and SOFTWARE AG, a corporation organized under the laws of Germany with offices at Uhlandstrasse 12, D-64297 Darmstadt, Germany (hereinafter referred to as ASSIGNEES) are desirous of jointly acquiring the entire right, title and interest in and to the invention and in and to any letters patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign and transfer jointly unto said ASSIGNEES, the entire right, title and interest in and to said invention, said application and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including, but not limited to, the right to file foreign applications, European patent applications and International (PCT) applications directly in the name of ASSIGNEES and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of

ASSIGNMENT - PAGE 1 OF 7

#### SAW 5/5/98 3362-49599 MS 111828.1

international convention, treaty or otherwise, said invention, application and all letters patent on said invention to be jointly held and enjoyed by ASSIGNEES and their successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, transfer and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEES. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefor.

Executed at the place and date opposite our respective signatures below.

<b>A</b> A	Terry Kennedy	
At (City and State) on this day of May	. 1998	
STATE OF	)	
COUNTY OF	) ss. )	
Kennedy, who executed	lay of May, 1998, before me personally came the above-named Te the foregoing instrument in my presence, and who acknowledged t ame of his own free will for the purposes set forth therein.	
[SEAL]	Notary Public for My commission expires:	
(ouru)		

ASSIGNMENT - PAGE 2 OF 7

Christopher Gustav Ewbank

At Chysid Says)
On this 2 day of May, 1998

COUNTY OF King ) 8

This \*\*Left\* day of May, 1998, before me personally came the above-named Christopher Gustav Ewbank, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.



Notary Public for Wash. state
My commission expires: 2/1/00

**ASSIGNMENT - PAGE 3 OF 7** 

	Dr. Dietmar Gaertner	
At		
on this day of May,	1998	
STATE OF	) ) ss.	
COUNTY OF	)	
Dietmar Gaertner, who ex	ecuted the foregoing instrument in my presence, and who	) <b>61</b> -
•	ne executed the same of his own free will for the purpose	set forth
acknowledged to me that therein.	Notary Public for  My commission expires:	set forti

ASSIGNMENT - PAGE 4 OF 7

Mario C. Goertzel

At Redwood, WA
(City and State)
on this 12 day of May, 1998

STATE OF Kiekland )

COUNTY OF Washington ) 89

This Arday of May, 1998, before me personally came the above-named Mario C. Goertzel, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.



Notary Public for Wesh. State
My commission expires: 29/60

ASSIGNMENT - PAGE 5 OF 7

At Redmond, WA on this day of May, 1998

STATE OF Wath ) ss COUNTY OF King ) ss

This <u>Ht.</u> day of May, 1998, before me personally came the above-named Ryszard K. Kott, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.



Notary Public for Washington State
My commission expires: 19 00

L. U. Lott

ASSIGNMENT - PAGE 6 OF 7

At Redmond, WA
(City and State)
on this 7 day of May, 1998

STATE OF Wash )
COUNTY OF King )
ss

This Mt\_day of May, 1998, before me personally came the above-named Nathaniel S. Brown, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.



Notary Public for 10th State
My commission expires: 3/9/20

ASSIGNMENT - PAGE 7 OF 7

## **ASSIGNMENT**

WHEREAS, I, Terry Kennedy, having post office address of Darmstadt, Germany, am together with Christopher Gustav Ewbank, Dr. Dietmar Gaertner, Mario C. Goertzel, Ryszard K. Kott, and Nathaniel Brown (hereinafter referred to as ASSIGNORS), joint inventor of an invention entitled "REMOTE PROCEDURE CALLING WITH MARSHALING AND UNMARSHALING OF ARBITRARY NON-CONFORMANT POINTER SIZES," as described and claimed in the specification forming part of an application for United States letters patent, Application Serial No. 09/040,226, filed March 13, 1998;

WHEREAS Microsoft Corporation, a corporation of the State of Washington having a place of business at One Microsoft Way, Redmond, WA 98052; and SOFTWARE AG, a corporation organized under the laws of Germany with offices at Uhlandstrasse 12, D-64297 Darmstadt, Germany (hereinafter referred to as ASSIGNEES) are desirous of jointly acquiring the entire right, title and interest in and to the invention and in and to any letters patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORs hereby sell, assign and transfer jointly unto said ASSIGNEES, the entire right, title and interest in and to said invention, said application and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including, but not limited to, the right to file foreign applications, European patent applications and International (PCT) applications directly in the name of ASSIGNEES and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said invention, application and all letters patent on said

ASSIGNMENT - PAGE 1 OF 2

SAW 5/15/98 3382-49599 MS 111R28.1

invention to be jointly held and enjoyed by ASSIGNEES and their successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, transfer and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEES. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefor.

Executed at the place and date opposite our respective signatures below.

Terry Kennedy

E. Chredy

(City and State)
on this Aday of May, 1998

ASSIGNMENT - PAGE 2 OF 2

Es wird notariell beglaubigt, daß

Herr Terence -genannt Terry- K e n n e d y , geboren am 09. August 1950, Tanhaft Korellweg 16, 64297 Darmstadt,

 site gusweisend durch britischen Reisengß Nr. 7007491811, gusgestellt durch ritisches Generalkonsulat Düsseldorf am 05.05.1993, gültig bis 05.05.2011 -,

vorstehende Unterschrift eute eigenhöndig vor mir geleistet hat.

Darmstadt, den 18. Mai 1998

Kostenberechnung

(§ 154 der Kosto)

Geschäftswert: DM 3.000,00

Gebühr §§ 141,32,45 Schreibgebühren §§ 136,152 Postgebühren (Porto, Telefon, Fax) §§ 137,152

Fax) §§ 137,152 16 % Mehrwertsteuer

Summe:

DM 20,00 DM 6,00 DM 5,00 DM 4,96 DM 35,96

PATENT

**REEL: 9276 FRAME: 0599** 



## **ASSIGNMENT**

WHEREAS, I, Dr. Dietmar Gaertner, having post office address of Ober-Ramstadt, Germany; am together with Terry Kennedy, Christopher Gustav Ewbank, Mario C. Goertzel, Ryszard K. Kott, and Nathaniel Brown (hereinafter referred to as ASSIGNORS) the joint inventor of an invention entitled "REMOTE PROCEDURE CALLING WITH MARSHALING AND UNMARSHALING OF ARBITRARY NON-CONFORMANT POINTER SIZES," as described and claimed in the specification forming part of an application for United States letters patent, Application Serial No. 09/040,226, filed March 13, 1998;

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NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign and transfer jointly unto said ASSIGNEES, the entire right, title and interest in and to said invention, said application and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including, but not limited to, the right to file foreign applications, European patent applications and International (PCT) applications directly in the name of ASSIGNEES and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said invention, application and all letters patent on said

ASSIGNMENT - PAGE 1 OF 2

SAW 5/15/98 3382-49599 MS 111828.1

invention to be jointly held and enjoyed by ASSIGNEES and their successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, transfer and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEES. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefor.

Executed at the place and date opposite our respective signatures below.

Villann Carolines

Dr. Dietmar Gaertner

At Darmstadt
(City and State)
on this 28 day of May, 1998

ASSIGNMENT - PAGE 2 OF 2

# Urkundenrolle-Nr. 770/1998

notariell beglaubigt, daß

Her Dr. Dietmar Gaertner, geboren om 05. November 1959, wohnhal Weimarer Sttaße 56, 64372 Ober-Ramstadt,

- sich auswers ad durch Bundespersonalausweis Nr. 4071105701, ausgestellt durch 51 11 Ober-Ramstadt am 13.08.1993, gültig bis 12.08.2003 -,

vorstehende Unterschrift heute genhändig vor mir geleistet hat.

Darmstadt, den 18. Mai 1998

Kostenberechnung (§ 154 der Kost0)

Geschäftswert: DM 3.000,00

Gebühr §§ 141,32,45 Schreibgebühren §§ 136,152 Postgebühren (Porto, Telefon,

Fax) §§ 137,152 16 % Mehrwertsteuer

Summe:

20,00 DM 6,00

5,00 DM 4,96 DM

35,96 DM

**PATENT REEL: 9276 FRAME: 0602** 

RECORDED: 06/25/1998