

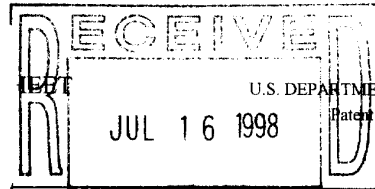
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M&G- 8567.54US01

07-22-1998



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1. Name of conveying party(ies):

Charles McDonough
W. Mike Bethea
Bonnie Yeckley

2. Name and address of receiving party(ies):

Andersen Consulting LLP
69 West Washington Street
Chicago, Illinois 60602

Additional name(s) of conveying party(ies) attached? Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: July 1, 1998 and July 6, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/061,999

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David W. Lynch
Address: Merchant, Gould, Smith, Edell,
Welter & Schmidt, P.A.
3100 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-4131

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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9. Statement and signature:

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.

David W. Lynch
Name of Person Signing

Signature

July 13, 1998
Date

Total number of pages including cover sheet, attachments, and document: 3

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M&G 8567.54US01

ASSIGNMENT

WHEREAS, we, Charles McDonough, residing at 15030 Ballantyne CC Drive, Charlotte, North Carolina 28277, W. Mike Bethea, residing at 6009 Rexwood Place, Charlotte, North Carolina 28210, and Bonnie Yeckley, residing at 7003 Jardiniere Court, Charlotte, North Carolina 28226, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on April 17, 1998, application Serial No. 09/061,999, which is entitled QUALITY CENTER AND METHOD FOR A VIRTUAL SALES AND SERVICE CENTER.

AND WHEREAS, Andersen Consulting LLP, an Illinois Limited Liability Partnership, having an office and place of business at 69 West Washington Street, Chicago, Illinois 60602, (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

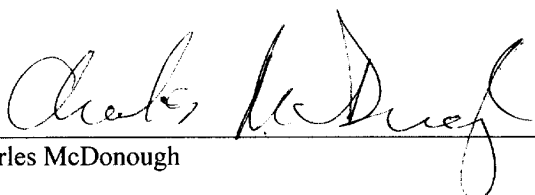
NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be

necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of July, 1998.


Charles McDonough

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6th day of July, 1998.


W. Mike Bethea

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6th day of July, 1998.


Bonnie Yeckley