

RECOF

12-17-1998

HEET



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To the Honorable Commissioner of Pat

original documents or copy thereof.

18. 11. 98

1. Name of conveying party(ies)

- (1) Matthew C. Corkum
- (2) David M. Marques
- (3) Trudilyne Leone

2. Name and address of receiving party(ies)

Name: Digital Equipment Corporation

Internal Address: _____

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

3. Nature of conveyance:

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

Street Address: 111 Powdermill Road

City: Maynard State: MA ZIP: 01754

Execution Date: (1)9/18/98; (2)9/29/98; (3)9/29/98

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

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)
09/114,373

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Mary Lou Wakimura, Esq.

Internal Address: _____

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: Two Militia Drive

City: Lexington State: MA ZIP: 02421-4799

6. Total number of applications and patents involved: [1]

7. Total Fee (37 C.F.R. 3.41)..... \$ 40.00

- Enclosed
- Authorized to charge any deficiencies or credit any overpayment to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

08-0380

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Mary Lou Wakimura

Name of Person Signing

Mary Lou Wakimura
Signature

12/8/98

Date

Total number of pages including cover sheet, attachments, and document: [7]

ASSIGNMENT

WHEREAS, Keith Gutfreund, Matthew C. Corkum, David M. Marques, Trudilyne Leone, have made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled Inter-Program Synchronous Communications using a Collaboration Software System, the specification of which:

X was filed on July 14, 1998 as Application Serial No. 09/114,373;

WHEREAS, Digital Equipment Corporation, a corporation of the Commonwealth of Massachusetts, whose address is 111 Powdermill Road, Maynard, Massachusetts 01754, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title, and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Assistant Commissioner for Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as Assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

IN WITNESS WHEREOF:

DATE I SIGNED INVENTOR'S DECLARATION: _____

Today's

Date: _____

Keith Gutfreund

STATE OF: _____

COUNTY OF: _____

On this _____ day of _____, 1998, before me personally appeared Keith Gutfreund known to me to be the person described in and who executed the foregoing instrument, and who acknowledged that he executed the same as his free act and deed.

Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF:

DATE I SIGNED INVENTOR'S DECLARATION: _____

Today's Date: 9/18/98

Matthew C. Corkum
Matthew C. Corkum

STATE OF: Massachusetts

COUNTY OF: Middlesex

On this 18 day of Sept, 1998, before me personally appeared Matthew C. Corkum known to me to be the person described in and who executed the foregoing instrument, and who acknowledged that he executed the same as his free act and deed.

Susan Pouser
Notary Public
My Commission Expires: 3-15-02

IN WITNESS WHEREOF:

DATE I SIGNED INVENTOR'S DECLARATION: _____

Today's
Date:

9/29/98

David M. Marques
David M. Marques

Commonwealth
STATE OF:

Massachusetts

COUNTY OF:

Suffolk

On this 25th day of September, 1998, before me personally appeared David M. Marques known to me to be the person described in and who executed the foregoing instrument, and who acknowledged that he executed the same as his free act and deed.

ANNETTE JAMIE RHEAUME
Notary Public
My Commission Expires Nov. 20, 2003

Annette Jamie Rheume
Notary Public
My Commission Expires: 11/20/2003

IN WITNESS WHEREOF:

DATE I SIGNED INVENTOR'S DECLARATION: _____

Today's Date: 9/29/98

Trudilene Leone
Trudilene Leone

STATE OF: Massachusetts

COUNTY OF: Middlesex

On this 29th day of September, 1998, before me personally appeared Trudilene Leone known to me to be the person described in and who executed the foregoing instrument, and who acknowledged that she executed the same as her free act and deed.

Michelle C. Godwin
Notary Public
My Commission Expires: May 6, 1999