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| To the Honorable Commissioner of Patents and Trademarks: | Please record the attached original documents or copy thereof. |
| Name of conveying party(ies): David L. Helsley and Michael R. Chase Additional name(s) of conveying party(ies) attached? Yes a North Management of the state of the | Name and address of receiving party(ies): Name: Sterling Software, Inc. Internal Address: |
| YesNoX 3. Nature of conveyance: X Assignment Merger Security Agreement Change of Name Other Execution Date: June 4, 1999 | Street Address: 300 Crescent Court, Suite 1200 City: Dallas State: TX ZIP: 75201 Additional name(s) & address(es) attached? Yes X_ No |
| 4. Application number(s) or patent number(s): If this document is being filed together with a new application A. Patent Application No.(s) 09/239,476 Additional numbers attace | the execution date of the application is: B. Patent No.(s) ched?YesX_No |
| Name and address of party to whom correspondence concerning document should be mailed: Name: Thomas M. Coester, Esq. | 6. Total number of applications and patents involved: 1 |
| Internal Address:_ BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP | 7. Total fee (37 CFR 3.41)\$\(\begin{align*} 40.00 \\ \equiv \] \[\text{X} \] Enclosed \(\text{Authorized to be charged to deposit account} \] |
| Street Address: 12400 Wilshire Boulevard Seventh Floor City: Los Angeles State: CA ZIP: 90025 | 8. Deposit account number: 02-2666 (Attach duplicate copy of this page if paying by deposit account) |
| DO NOT USE | E THIS SPACE |
| Thomas M. Coester, Reg. No. 39,637 Name of Person Signing, Reg. No. Signature Thereby certify that this correspondence is being deposited with the Unite | Date Total number of pages including cover sheet: ed States Postal Service as first class mail in an envelope addressed to : |
| Box Assignment, Assistant Commissioner for Patents, Washington, D.C. Kelly Reeves Date | 20231 on:June 8, 1999 |

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ASSIGNMENT

| In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, |
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| we_, the undersigned, David L. Helsley and Michael R. Chase |
| Hereby sell, assign, and transfer to: Sterling Software, Inc. |
| a corporation of <u>Delaware</u> , having a principal place of business at: |
| 300 Crescent Court, Suite 1200. Dallas, TX 75201 ("Assignee") its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, |
| [] which has been executed by the undersigned concurrently herewith, |
| [X] which was filed January 28 ,1999 and assigned Scrial No09/239,476 |
| and is entitled: A VIRTUAL I/O EMULATOR IN A MAINFRAME ENVIRONMENT |
| and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; |
| Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed |
| by the undersigned. |
| Date: 6-4-99 Name: David L. Helsley Name: David L. Helsley |
| Date: 6-4-99 Name: Michael R. Chase |
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Docket No.: 081326.P001

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