



101456659

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- (1) Mark Redding
- (2) Logan Badia
- (3) Sandeep Handa
- (4) Hemant Sharma
- (5) Sanjay Chopra
- (6) Vikram Duvvooori
- (7) Shankar Ramamoorthy
- (8) Ajay Tripathy

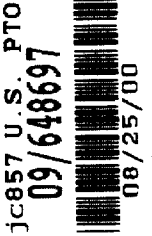
*MS
8.25.00*

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

Rainbow Technologies, Inc.
50 Technology Drive
Irvine, California 92618

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

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



3. Nature of conveyance:

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

Execution Date: (1) 08/16/00; (2) 08/14/00;
(3) 08/22/00; (4) 08/14/00; (5) 08/22/00; (6) 08/14/00;
(7) 08/14/00; 08/22/00.

09/648697

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:
(1) 08/16/00; (2) 08/14/00; (3) 08/22/00; (4) 08/14/00; (5) 08/22/00; (6) 08/14/00; (7) 08/14/00;
(8) 08/22/00.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Ted R. Rittmaster
Address: Foley & Lardner
2029 Century Park East
Suite 3500
Los Angeles, CA 90067-3021

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:
50-0872

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.

Glenn M. Kubota
Name of Person Signing

Glenn M. Kubota
Signature

August 25, 2000
Date

Total number of pages including cover sheet, attachments, and document: 25

Mail documents to be recorded with required cover sheet information to:
09/14/2000 MTHA11 00000162 09648697
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:581 40.00 DP
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT

WHEREAS, we, Mark Redding, residing at 1132 Baypointe Dr., Newport Beach, California 92660; Logan Badia, residing at 3401 Puente St., Fullerton, California 92835; Sandeep Handa, residing at 26, Aroha Kunj, Sector-13, Rohini, New Delhi, India; Hemant Sharma, residing at 26571 Normandale Drive, Lake Forest, California 92630; Sanjay Chopra, residing at c/o Viman Software India Pvt. Ltd., GF, STP, NSIC Complex, NSIC Bhawan, Okhla Industrial Estate, New Delhi, India; Vikram Duvvoori, residing at 17561 Vierra Cyn Rd #140, Salinas, California 93907; Shankar Ramamoorthy, residing at 902 Hanover Street, Santa Cruz, California 95062; and Ajay Tripathy, residing at 61-C, Pocket A11, DDA FLATS, Kalkaji Ext., New Delhi, India, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on same date herewith, which is entitled LICENSE MANAGEMENT SYSTEM AND METHOD WITH MULTIPLE LICENSE SERVERS;

AND WHEREAS, Rainbow Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and having an office and place of business at 50 Technology Drive, Irvine, California 92618 (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

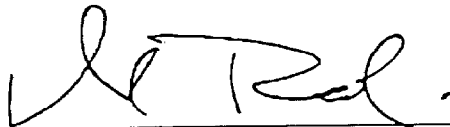
Attorney Docket No. 230074.0227

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.

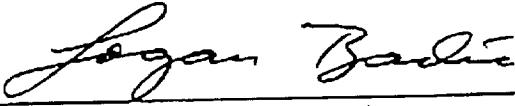
AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed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

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16th day of August, 2000.



Mark Redding

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of August, 2000.



Logan Badia

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Sandeep Handa

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Hemant Sharma

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Sanjay Chopra

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Vikram Duvvoori

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Shankar Ramamoorthy

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Ajay Tripathy

ASSIGNMENT

WHEREAS, we, Mark Redding, residing at 1132 Baypointe Dr., Newport Beach, California 92660; Logan Badia, residing at 3401 Puente St., Fullerton, California 92835; Sandeep Handa, residing at 26, Aroha Kunj, Sector-13, Rohini, New Delhi, India; Hemant Sharma, residing at 26571 Normandale Drive, Lake Forest, California 92630; Sanjay Chopra, residing at c/o Viman Software India Pvt. Ltd., GF, STP, NSIC Complex, NSIC Bhawan, Okhla Industrial Estate, New Delhi, India; Vikram Duvvoori, residing at 17561 Vierra Cyn Rd #140, Salinas, California 93907; Shankar Ramamoorthy, residing at 902 Hanover Street, Santa Cruz, California 95062; and Ajay Tripathy, residing at 61-C, Pocket A11, DDA FLATS, Kalkaji Ext., New Delhi, India, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on same date herewith, which is entitled LICENSE MANAGEMENT SYSTEM AND METHOD WITH MULTIPLE LICENSE SERVERS;

AND WHEREAS, Rainbow Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and having an office and place of business at 50 Technology Drive, Irvine, California 92618 (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 _____ day of _____, 2000.

Mark Redding

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Logan Badia

Aug-22-00 03:25P

91 11 6107257

P.15

Attorney Docket No. 230074.0227

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of August, 2000.

Sandeep Handa
Sandeep Handa

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Hemant Sharma

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of August, 2000.

Sanjay Chopra
Sanjay Chopra

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Vikram Duvvoori

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Shankar Ramamoorthy

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Ajay Tripathy

ASSIGNMENT

WHEREAS, we, Mark Redding, residing at 1132 Baypointe Dr., Newport Beach, California 92660; Logan Badia, residing at 3401 Puente St., Fullerton, California 92835; Sandeep Handa, residing at 26, Aroha Kunj, Sector-13, Rohini, New Delhi, India; Hemant Sharma, residing at 26571 Normandale Drive, Lake Forest, California 92630; Sanjay Chopra, residing at c/o Viman Software India Pvt. Ltd., GF, STP, NSIC Complex, NSIC Bhawan, Okhla Industrial Estate, New Delhi, India; Vikram Duvvoori, residing at 17561 Vierra Cyn Rd #140, Salinas, California 93907; Shankar Ramamoorthy, residing at 902 Hanover Street, Santa Cruz, California 95062; and Ajay Tripathy, residing at 61-C, Pocket A11, DDA FLATS, Kalkaji Ext., New Delhi, India, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on same date herewith, which is entitled LICENSE MANAGEMENT SYSTEM AND METHOD WITH MULTIPLE LICENSE SERVERS;

AND WHEREAS, Rainbow Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and having an office and place of business at 50 Technology Drive, Irvine, California 92618 (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 _____ day of _____, 2000.

Mark Redding

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Logan Badia

Attorney Docket No. 230074.0227

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Sandeep Handa

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of August, 2000.



Hemant Sharma

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Sanjay Chopra

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Vikram Duvvoori

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Shankar Ramamoorthy

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Ajay Tripathy

ASSIGNMENT

WHEREAS, we, Mark Redding, residing at 1132 Baypointe Dr., Newport Beach, California 92660; Logan Badia, residing at 3401 Puente St., Fullerton, California 92835; Sandeep Handa, residing at 26, Aroha Kunj, Sector-13, Rohini, New Delhi, India; Hemant Sharma, residing at 26571 Normandale Drive, Lake Forest, California 92630; Sanjay Chopra, residing at c/o Viman Software India Pvt. Ltd., GF, STP, NSIC Complex, NSIC Bhawan, Okhla Industrial Estate, New Delhi, India; Vikram Duvvooori, residing at 17561 Vierra Cyn Rd #140, Salinas, California 93907; Shankar Ramamoorthy, residing at 902 Hanover Street, Santa Cruz, California 95062; and Ajay Tripathy, residing at 61-C, Pocket A11, DDA FLATS, Kalkaji Ext., New Delhi, India, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on same date herewith, which is entitled LICENSE MANAGEMENT SYSTEM AND METHOD WITH MULTIPLE LICENSE SERVERS;

AND WHEREAS, Rainbow Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and having an office and place of business at 50 Technology Drive, Irvine, California 92618 (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 _____ day of _____, 2000.

Mark Redding

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Logan Badia

Attorney Docket No. 230074.0227

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Sandeep Handa

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Hemant Sharma

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Sanjay Chopra

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of August, 2000.

Vikram Duvvuri
Vikram Duvvuri

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Shankar Ramamoorthy

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of
_____, 2000.

Ajay Tripathy

ASSIGNMENT

WHEREAS, we, Mark Redding, residing at 1132 Baypointe Dr., Newport Beach, California 92660; Logan Badia, residing at 3401 Puente St., Fullerton, California 92835; Sandeep Handa, residing at 26, Aroha Kunj, Sector-13, Rohini, New Delhi, India; Hemant Sharma, residing at 26571 Normandale Drive, Lake Forest, California 92630; Sanjay Chopra, residing at c/o Viman Software India Pvt. Ltd., GF, STP, NSIC Complex, NSIC Bhawan, Okhla Industrial Estate, New Delhi, India; Vikram Duvvooori, residing at 17561 Vierra Cyn Rd #140, Salinas, California 93907; Shankar Ramamoorthy, residing at 902 Hanover Street, Santa Cruz, California 95062; and Ajay Tripathy, residing at 61-C, Pocket A11, DDA FLATS, Kalkaji Ext., New Delhi, India, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on same date herewith, which is entitled LICENSE MANAGEMENT SYSTEM AND METHOD WITH MULTIPLE LICENSE SERVERS;

AND WHEREAS, Rainbow Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and having an office and place of business at 50 Technology Drive, Irvine, California 92618 (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 _____ day of _____, 2000.

Mark Redding

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Logan Badia

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Sandeep Handa

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Hemant Sharma

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Sanjay Chopra

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Vikram Duvvoori

Attorney Docket No. 230074.0227

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of August, 2000.

Shankar Ramamoorthy
Shankar Ramamoorthy

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Ajay Tripathy

ASSIGNMENT

WHEREAS, we, Mark Redding, residing at 1132 Baypointe Dr., Newport Beach, California 92660; Logan Badia, residing at 3401 Puente St., Fullerton, California 92835; Sandeep Handa, residing at 26, Aroha Kunj, Sector-13, Rohini, New Delhi, India; Hemant Sharma, residing at 26571 Normandale Drive, Lake Forest, California 92630; Sanjay Chopra, residing at c/o Viman Software India Pvt. Ltd., GF, STP, NSIC Complex, NSIC Bhawan, Okhla Industrial Estate, New Delhi, India; Vikram Duvvoori, residing at 17561 Vierra Cyn Rd #140, Salinas, California 93907; Shankar Ramamoorthy, residing at 902 Hanover Street, Santa Cruz, California 95062; and Ajay Tripathy, residing at 61-C, Pocket A11, DDA FLATS, Kalkaji Ext., New Delhi, India, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on same date herewith, which is entitled LICENSE MANAGEMENT SYSTEM AND METHOD WITH MULTIPLE LICENSE SERVERS;

AND WHEREAS, Rainbow Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and having an office and place of business at 50 Technology Drive, Irvine, California 92618 (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 _____ day of _____, 2000.

Mark Redding

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Logan Badia

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Sandeep Handa

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Hemant Sharma

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Sanjay Chopra

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Vikram Duvvoori

Aug-22-00 03:25P
TOTAL P.38

91 11 610725/

P.16

Attorney Docket No. 230074.0227

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2000.

Shankar Ramamoorthy

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of

August, 2000.

Ajay Tripathy
Ajay Tripathy