



To the Honorable Commissioner of Pat

101630950

original documents or copy thereof.

1. Name and address of conveying party(ies): 2-28-01
 Name: Integrated Systems, Inc.
 Street Address: 201 Moffett Park Drive
 City: Sunnyvale
 State: California ZIP: 94089-1322
 Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):
 Name: The MathWorks, Inc.
 Internal Address: _____
 Internal Address: _____
 Street Address: 3 Apple Hill Drive
 City: Natick
 State: Massachusetts ZIP: 01760-2098
 Additional name(s) and address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____
 Execution Date: _____

4. Application number(s) or registration numbers:
If being submitted with New Application, execution date of application is:
 A. Patent Application No(s)

B. Patent No(s) 4,796,179, 5,133,045, 5,612,866

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Paula Campbell Evans
 Internal Address: Palmer & Dodge LLP
 Street Address: One Beacon Street
 City: Boston State: MA ZIP: 02108

6. Total number of application and patents involved: 3
 7. Total fee (37 CFR 3.41) S 120.00
☒ Enclosed
☐ Authorized to charge deficiencies to deposit account
 8. Deposit account number: 16-0085 Ref. 17879/125
 (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.

Paula Campbell Evans
 Name of Person Signing

Paula Campbell Evans
 Signature

Feb. 26, 2001
 Date

Total number of pages comprising cover sheet
 attachment and document: 9

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignment
 Washington, D.C. 20231

03/08/2001 GTON11 00000221 4796179

01 FC:581

120.00 PP

PATENT ASSIGNMENT

THIS AGREEMENT is made effective as of February 16, 2001 by and between Integrated Systems, Inc. (the "Assignor"), a California corporation having a place of business at 201 Moffett Park Drive, Sunnyvale, California 94089-1322 and a wholly-owned subsidiary of Wind River Systems, Inc., and The MathWorks, Inc. (the "Assignee"), a Delaware corporation having a place of business at 3 Apple Hill Drive, Natick, Massachusetts 01760-2098.

WITNESSETH

WHEREAS, Assignor is the owner of the entire and exclusive right, title and interest in, to and under the Letters Patent listed on Exhibit A attached hereto, hereinafter collectively referred to as the "Patent Rights;" and

WHEREAS Assignee is desirous of acquiring the entire and exclusive right, title and interest in, to and under the Patent Rights;

NOW, THEREFORE, it is agreed as follows:

For good and valuable consideration given by Assignee, the receipt of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the Patent Rights, and all other patent rights that may be based thereon, including all foreign and domestic Letters Patent and applications for Letters Patent, and any substitutes, reissues, re-examinations, and extensions thereof, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such Letters Patent may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of the Patent Rights, with the right to sue for and collect on such claims for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Assignor hereby represents and warrants that (i) that it is the lawful owner of and has good and marketable title to the Patent Rights free and clear of all liens and encumbrances, (ii) it has full legal right, power and authority to sell, assign and transfer the Patent Rights, and (iii) other than those rights provided appurtenant to product sales made in the ordinary course of business, there are no outstanding licenses or other rights in third parties to use the Patent Rights. Assignor hereby agrees not to execute any agreement in conflict with this assignment and that, at the request of Assignee, it will execute and deliver all papers and take such other action as may be necessary or desirable to protect and perfect title to the Patent Rights in Assignee, its successors and assigns.

Assignor, as owner of the entire right, title and interest in the Patent Rights, hereby authorizes and requests the Commissioner of Patents, or other proper governmental authority, to issue to Assignee, its successors and assigns, all Letters Patent or other patent rights included within the Patent Rights.

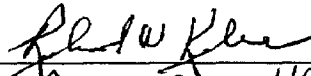
Assignor hereby agrees that it will communicate to Assignee any facts known to Assignor respecting the Patent Rights, whenever requested, and will testify in any legal

proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection under the Patent Rights in all countries.

IN WITNESS WHEREOF, each participant has caused this Agreement to be signed by its duly authorized officer on the date first written above.

ASSIGNOR

INTEGRATED SYSTEMS, INC.

By: 
Name: RICHARD W. KRABER
Title: VP

ASSIGNEE

THE MATHWORKS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each participant has caused this Agreement to be signed by its duly authorized officer on the date first written above.

ASSIGNOR

INTEGRATED SYSTEMS, INC.

By: _____

Name:

Title:

ASSIGNEE

THE MATHWORKS, INC.

By:  _____

Name: JOHN N. LITTLE

Title: PRESIDENT & CEO

(Corporate Seal)

State of California:

County of Alameda:

On this 16 day of February, 2001, before me personally appeared Richard Kraber, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same under the authority of Integrated Systems, Inc. and as its free act and deed.

DeAnna R. Mekunye
Notary Public

(Notary Seal)

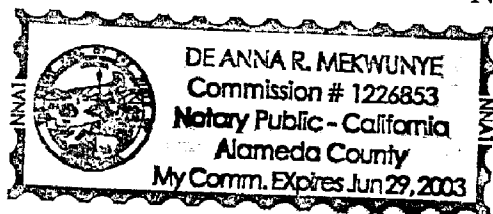


Exhibit A

1. United States Patent No.: 4,796,179, filed 8/20/86, and any continuation, continuation in part, or divisional applications, as well as re-examination or re-issues arising from an issued patent, as well as any foreign prosecution rights claiming priority from said patent or patent resulting therefrom.

Title: Multi-Rate Real Time Control System Code Generator

2. United States Patent No.: 5,133,045, filed 11/16/91, and any continuation, continuation in part, or divisional applications, as well as re-examination or re-issues arising from an issued patent, as well as any foreign prosecution rights claiming priority from said patent or patent resulting therefrom.

Title: Method for Operating a Real-Time Expert System in a Graphical Programming Environment

3. United States Patent No.: 5,612,866, filed 6/24/94, and any continuation, continuation in part, or divisional applications, as well as re-examination or re-issues arising from an issued patent, as well as any foreign prosecution rights claiming priority from said patent or patent resulting therefrom.

Title: Code Generation System to Construct an Asynchronous Real-Time Controller for a Real-Time System