

09-04-2001

Form PTO-1595  
(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼

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

## 1. Name of conveying party(ies):

Arun Shah  
Robert F. Novy  
Robert A. Ertl

8-21-01

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

Name: Brio Technology, Inc.

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: 980 Great America Pkwy.

City: Santa Clara State: CA Zip: 95054

Execution Date: 07/12/2001 and 07/20/2001

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)

09/844,717

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Brian C. McCormack

Internal Address: BAKER &amp; MCKENZIE

08/29/2001 TL0011 00000014 09844717

03 FC:581

40.00 DP

Street Address: 2001 Ross Avenue

Suite 2300

City: Dallas State: TX Zip: 75201

## 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  
Any deficiencies

## 8. Deposit account number:

13-0480

(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.*

Brian C. McCormack

Name of Person Signing

Signature

08/24/2001

Date

Total number of pages including cover sheet, attachments, and documents: 11

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 012120 FRAME: 088908/29/2001 TL0011 00000014 09844717  
03 FC:581 40.00 DP  
09/04/2001 101832021  
01 FC:101  
02 FC:106

**ASSIGNMENT**

WHEREAS, I, Robert A. Ertl, residing at the address with my citizenship as stated below next to my name (hereinafter referred to as "Assignors"), have invented certain new and useful improvements as below entitled, for which applications for United States Letters Patent are made, the applications having been designated as set forth below and filed on or about the date set forth below; and

WHEREAS, I represent and warrant that I am one of the original joint inventors of said inventions and applications for Letters Patent; and

WHEREAS, Brio Technology, Inc., a Delaware Corporation, (hereinafter referred to as "Assignee"), with an address of 980 Great America Parkway, Santa Clara, CA 95054, desires to acquire the entire right, title and interest in and to the inventions, and in and to the applications and any Letters Patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I have assigned, sold, transferred and set over and by these presents do assign, sell transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said inventions and worldwide rights therein; (b) said applications, including all divisions, continuations and substitutions thereof; and (c) all United States and foreign patents which shall issue on said inventions, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent on said inventions in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and

enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by me, had this assignment not been made.

I covenant and agree that I will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said inventions; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said inventions, applications and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

I represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said inventions or patent application has been or will be made or entered into which would conflict with this assignment and sale.

I hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent based on said applications and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its successors and assigns.

Atty. Docket Number	Application Serial No.	Filing Date	Invention Title
68110328.709	09/844,680	04/27/2001	Graphical User Interface For Relational Database
68110328.710	09/844,700	04/27/2001	Aggregate Navigation System
68110328.711	09/844,488	04/27/2001	Chameleon Measure And Metric Calculation

<b>Atty. Docket Number</b>	<b>Application Serial No.</b>	<b>Filing Date</b>	<b>Invention Title</b>
68110328.712	09/844,483	04/27/2001	Non-Additive Measures And Metrics Calculation
68110328.713	09/844,706	04/27/2001	Allocation Measures And Metric Calculation
68110328.714	09/844,717	04/27/2001	Database Security

The undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful and false statements may jeopardize the validity of the application or any patent issued thereon.

IN TESTIMONY WHEREOF, I have duly executed this assignment on the date as indicated next to my name.

**Third named inventor:**

Date: 7/20/01

Residence Address:

Robert A. Ertl  
Robert A. Ertl  
204 Lester Lane  
Los Gatos CA 95032

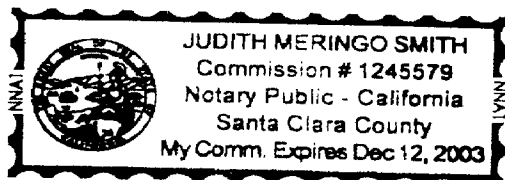
County of Santa Clara )  
 ) ss.  
State of California )

Before me, the undersigned Notary Public, on this day personally appeared ROBERT A. ERTL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of July, 2001.

Judith Meringo Smith  
Notary Public

My commission expires: Dec 12, 2003



**ASSIGNMENT**

WHEREAS, we, Arun Shah and Robert F. Novy, residing at the addresses with our citizenship as stated below next to our names (hereinafter referred to as "Assignors"), have invented certain new and useful improvements as below entitled, for which applications for United States Letters Patent are made, the applications having been designated as set forth below and filed on or about the date set forth below; and

WHEREAS, we represent and warrant that we are the original joint inventors of said inventions and applications for Letters Patent; and

WHEREAS, Brio Technology, Inc., a Delaware Corporation, (hereinafter referred to as "Assignee"), with an address of 980 Great America Parkway, Santa Clara, CA 95054, desires to acquire the entire right, title and interest in and to the inventions, and in and to the applications and any Letters Patent that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have assigned, sold, transferred and set over and by these presents do assign, sell transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said inventions and worldwide rights therein; (b) said applications, including all divisions, continuations and substitutions thereof; and (c) all United States and foreign patents which shall issue on said inventions, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent on said inventions in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and

enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

We covenant and agree that we will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said inventions; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said inventions, applications and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

We represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said inventions or patent application has been or will be made or entered into which would conflict with this assignment and sale.

We hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent based on said applications and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its successors and assigns.

Atty. Docket Number	Application Serial No.	Filing Date	Invention Title
68110328.2	60/197,894	04/17/2000	Middle-Tier Analytical Server
68110328.3	60/199,975	04/27/2000	Middle-Tier Analytical Server
68110328.707	09/837,114	04/17/2001	Analytical Server Including Metrics Engine
68110328.708	PCT/US01/12501	04/17/2001	Analytical Server Including Metrics Engine

<b>Atty. Docket Number</b>	<b>Application Serial No.</b>	<b>Filing Date</b>	<b>Invention Title</b>
68110328.709	09/844,680	04/27/2001	Graphical User Interface For Relational Database
68110328.710	09/844,700	04/27/2001	Aggregate Navigation System
68110328.711	09/844,488	04/27/2001	Chameleon Measure And Metric Calculation
68110328.712	09/844,483	04/27/2001	Non-Additive Measures And Metrics Calculation
68110328.713	09/844,706	04/27/2001	Allocation Measures And Metric Calculation
68110328.714	09/844,717	04/27/2001	Database Security

The undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful and false statements may jeopardize the validity of the application or any patent issued thereon.



IN TESTIMONY WHEREOF, I have duly executed this assignment on the date as indicated next to my name.

**First named inventor:**

Date: 7/6/2001

X 

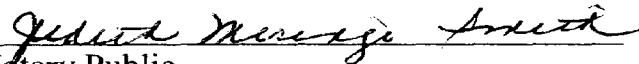
Arun Shah  
13099 Brandywine Drive  
Saratoga, CA 95070

Residence Address:

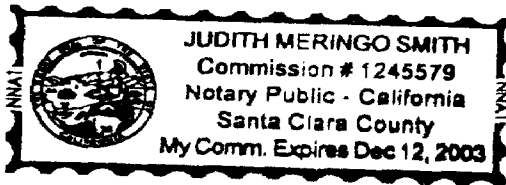
County of Santa Clara )  
 ) ss.  
State of California )

Before me, the undersigned Notary Public, on this day personally appeared ARUN SHAH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6 day of July, 2001.

  
Notary Public

My commission expires: Dec 12, 2003

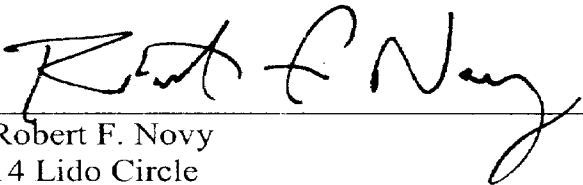


IN TESTIMONY WHEREOF, I have duly executed this assignment on the date as indicated next to my name.

Second named inventor:

Date: 7/12/01

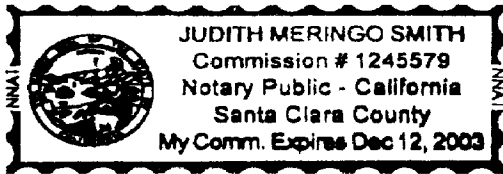
Residence Address:

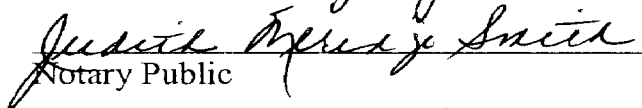
  
Robert F. Novy  
14 Lido Circle  
Redwood City, CA 94065

County of Santa Clara )  
 ) ss.  
State of California )

Before me, the undersigned Notary Public, on this day personally appeared ROBERT F. NOVY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of July, 2001.



  
Notary Public

My commission expires: December 12, 2003