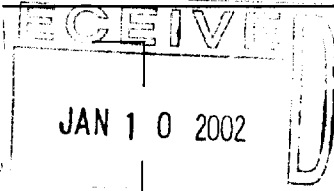


FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

01-17-2002



101951648



U.S. Department of Commerce
Patent and Trademark Office
PATENT

RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New **1-10-02**
- ☐ Resubmission (Non-Recordation)
Document ID#
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other
- U.S. Government**
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- ☐ Departmental File ☐ Secret File

Conveying Party(ies)

- ☒ Mark if additional names of conveying parties attached
- Execution Date
Month Day Year
03 17 99

Name (line 1)

Name (line 2)

Second Party

Name (line 1) Execution Date
Month Day Year
03 17 99

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

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Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

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Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☒

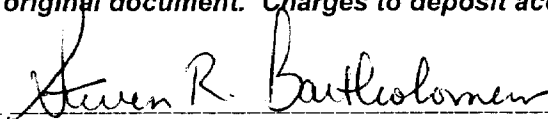
No

☐

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. Charges to deposit account are authorized, as indicated herein.

Steven R. Bartholomew, Esq.



October 30, 2001

Name of Person Signing

Signature

Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1) Thomas

Execution Date
Month Day Year

03 17 99

Name (line 2) Tsao

Execution Date
Month Day Year

03 17 99

Name (line 1) Daniel

Name (line 2) Tyler

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

ASSIGNMENT

This assignment, by Paul Kanevsky, Anthony C. Pizi, Thomas Tsao and Daniel Tyler (hereinafter the "assignors"), witnesseth:

WHEREAS, the assignors have invented certain new and useful improvements directed to DISTRIBUTED ADAPTIVE COMPUTING, as set forth in an application for Letters Patent of the United States, having an oath/declaration dated February 16, 1999, being filed on February 26, 1999, and accorded serial no. 09/258,711.

WHEREAS, Merrill Lynch & Co., a corporation duly organized under and pursuant to the laws of the State of New York State, and having its principal place of business at 250 Vesey Street, New York, New York 10281 (hereinafter the "assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions and said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the assignors hereby sell, assign, transfer, and set over, unto the assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the above-mentioned inventions, application, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions thereof, and to invoke and claim for any application for patent or other form of protection for said invention(s) filed by it or them, the benefit of all rights under the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, the same to be held and enjoyed by the assignee, for its own use and that of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors had this transfer not been made.

AND for the same consideration, the assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the assignors are the sole and lawful owners of the entire right, title, and interest in and to the said invention(s) and the application(s)/patent(s)

above mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the assignors hereby covenant and agree to and with the assignee, its successors, legal representatives, and assigns, whenever counsel of any of the same shall advise that any proceeding in connection with said inventions or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation, or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent for said inventions in any country to be obtained thereon is lawful and desirable, that they shall sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent for said inventions, without charge to the assignee, its successors, legal representatives, and assigns, but at the cost and expense of the assignee, its successors, legal representatives, and assigns.

AND the assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use of the assignee, its successors, legal representatives, and assigns.

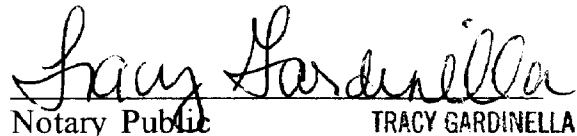
We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said assignee or nominee to claim the aforesaid benefits provided under the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

We covenant with said assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

Date: 3/17/99 Signature of Inventor: _____

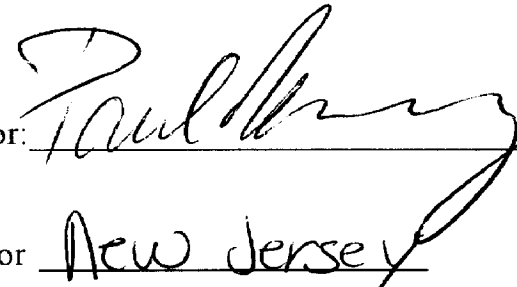


Before me, a notary public in and for New Jersey
Middlesex County (city or county, and state), personally appeared Anthony C. Pizi to me known to be the person described in the foregoing instrument, who, being first duly sworn, acknowledged his signature on the same and in my presence and declared the same to be his free act and deed on the date written above opposite his signature.

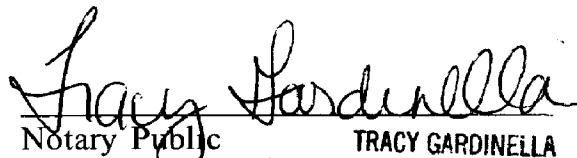


Notary Public TRACY GARDINELLA
My commission expires NOTARY PUBLIC, State of New Jersey
(SEAL) Commission Expires December 23, 1999

Date: 3/17/99 Signature of Inventor: _____



Before me, a notary public in and for New Jersey
Middlesex County (city or county, and state), personally appeared Paul Kanevsky to me known to be the person described in the foregoing instrument, who, being first duly sworn, acknowledged his signature on the same and in my presence and declared the same to be his free act and deed on the date written above opposite his signature.



Notary Public TRACY GARDINELLA
My commission expires NOTARY PUBLIC, State of New Jersey
(SEAL) Commission Expires December 23, 1999

Date: 3/17/99 Signature of Inventor: [Signature]

Before me, a notary public in and for New Jersey

Middlesex County (city or county, and state), Personally appeared Thomas Tsao to me known to be the person described in the foregoing instrument who, being first duly sworn, acknowledged his signature on the same and in my presence and declared the same to be his free act and deed on the date written above opposite his signature.

[Signature]

Notary Public
My Commission expires (SEAL)
TRACY GARDINELLA
NOTARY PUBLIC, State of New Jersey
Commission Expires December 23, 1999

Date: 3-17-99 Signature of Inventor: [Signature]

Before me, a notary public in and for New Jersey

Middlesex County (city or county, and state), Personally appeared Daniel Tyler to me known to be the person described in the foregoing instrument who, being first duly sworn, acknowledged his signature on the same and in my presence and declared the same to be his free act and deed on the date written above opposite his signature.

[Signature]

Notary Public
My Commission expires (SEAL)
TRACY GARDINELLA
NOTARY PUBLIC, State of New Jersey
Commission Expires December 23, 1999