

03-22-2002



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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): James D. Flavin 2-28-02 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Falcon Asset Acquisition Corp. Internal Address: Street Address: 14 Oak Park City: Bedford State: MA Zip: 01730 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: [XX] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 1-25-02

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) 09/949,657 B. Patent No.(s) Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Peter E. Markman Internal Address: Progress Software Corp. Street Address: 14 Oak Park City: Bedford State: MA Zip: 01730

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [] Enclosed [XX] Authorized to be charged to deposit account 8. Deposit account number: 501592

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9. Signature. Peter E. Markman Signature Date 2-19-02 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

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

03/21/2002 AHMED1 00000225 501592 09949657 01 FC:581 40.00 CH

PATENT REEL: 012695 FRAME: 0115

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

James D. Flavin, 17914 S. Center Road, Conneautville, PA 16406

(full name(s) and post office address(s) of inventor(s) (including country))

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

METHOD AND APPARATUS FOR FLASH LOAD BALANCING

- for which application for Letters Patent of the United States has been executed on even date herewith,
- for which application for Letters Patent of the United States has been filed on September 12, 2001, under Application No. 09/949,657, and

WHEREAS:

Falcon Asset Acquisition Corp., a Delaware Corporation, having its principal place of business at 14 Oak Park, Bedford, MA 01730.

(name, state of incorporation, and address of assignee)

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behoof of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, I will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Signed:

- (1) James D. Flavin Date: 1-25-02
- (2) _____ Date: _____
- (3) _____ Date: _____
- (4) _____ Date: _____

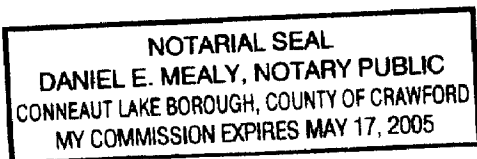
NOTARY STATEMENT

I, DANIEL E MEALY, Notary Public in CONNACUT LAKE Pa and practicing in the county of CRAWFORD, certify that the foregoing signature is that of James D. Flavin, and that all the solemnity and formal procedures required by law in force of where this document was executed, have been observed.

Daniel E Mealy (signature)
DANIEL E MEALY (printed name)
Notary Public

(seal)

1-25-02
Date



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