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U.S. DEPARTMENT OF COMMERCE
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102132624

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

1. Name of conveying party(ies):
William J. Earl, Terry G. Hahn, Dhanabal Ekambaram
06/12/02
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Zambeel, Inc.
Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Street Address: 45700 Northport Loop East
City: Fremont State CA Zip: 94538

Execution Date: June 10, 2002

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

4. Application number(s) or patent number(s) N/A
If this document is being filed together with a new application the execution date of the application is:
A. Patent Application No.(s) _____

10/170881
B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: David L. Alberti
Internal Address: _____
Gray Cary Ware & Freidenrich LLP
Patent Department
Street address: 1755 Embarcadero Road
City: Palo Alto State: CA Zip: 94303-3340

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) #511202 \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 07-1896

(Attach duplicate copy of this page if paying by deposit account)

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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.
David L. Alberti 43,465 *[Signature]* June 12, 2002
Name of Person Signing Reg. No. Signature Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
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PATENT
REEL: 013004 FRAME: 0218

ASSIGNMENT

WHEREAS William J. Earl, Terry G. Hahn, and Dhanabal Ekambaram made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled: **SYSTEM AND METHOD FOR MANAGING SOFTWARE UPGRADES IN A DISTRIBUTED COMPUTING SYSTEM**

_____ issued as U.S Patent No. _____
 _____ filed as U. S. Serial No. _____ on _____
 filed herewith

WHEREAS, Zambeel, Inc., whose address is 45700 Northport Loop East, Fremont, California 94538, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, effective as of the date this document is executed, hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all

