

REC

06-27-2002

T



102137206

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

1. Name of conveying party(ies):

Wind River Systems Scotland Limited

Additional name(s) of conveying parties attached? Yes ___ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution date: 9/17/01

2. Name and address of receiving party(ies)

Name: Wind River Systems, Inc.

Street Address:

500 Wind River Way
Alameda, CA 94501
USA

4. Application numbers or patent numbers:

☐ this document is being filed together with a new application, the execution date of the application is:

A. Patent Applications:

B. Patent No.(s) 5,740,440

Additional Numbers attached? Yes ___ X No

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

Name: Joseph R. Palmieri
Internal Address: Wind River Systems, Inc.

Street Address: 500 Wind River Way
City: Alameda, State: California ZIP: 94501

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41) \$ 40.00

☒ Enclosed (Made payable to "Commissioner of Patents and Trademarks")☐ Authorized to be charged to deposit account

8. Deposit account number:

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.

Joseph R. Palmieri (Reg. No. 40760)

Name of Person Signing

Signature

Date

5/29/02

Total Number of pages including cover sheet, attachments, and document: _____

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents
Box Assignments
Washington DC 20231

06/26/2002 DBYRME 00000215 5740440

01 FC:581

40.00 DP

PATENT
REEL: 013019 FRAME: 0216

ASSIGNMENT

THIS IP ASSIGNMENT is entered into between Wind River Systems Scotland Ltd. ("Assignor"), a Scotland corporation (registered number 130589) having a place of business at Beech House, Quarrywood Court, Livingston, West Lothian, Scotland EH54 6AX, United Kingdom, and Wind River Systems, Inc. ("Assignee"), a Delaware corporation having a place of business at 500 Wind River Way, Alameda, California, 94501 (collectively, the "Parties").

WHEREAS, Assignor desires to assign its full right, title and interest to certain intellectual property;

WHEREAS, Assignee desires to obtain the full right, title and interest to certain intellectual property;

THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

Assignor hereby assigns to Assignee, its successors, assigns, and legal representatives, the Assignor's entire right, title, and interest in and to all copyrights, trade secrets, inventions (patentable or not), patents, patent applications, original works or authorship (whether copyrightable or not) and other intellectual property of Assignor, including the patent indicated on Exhibit A (collectively, the "Intellectual Property"), including the right to sue for past and future infringements thereof.

Assignor hereby agrees that Assignee, its successors, assigns, and legal representatives, shall have full right and title to any further applications or registrations filed based on the Intellectual Property, including any divisional, continuing, substitute, renewal, reissue, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of the Intellectual Property; and in and to all original and reissued patents that have been or shall be issued in the United States and all foreign countries on the Intellectual Property; and in and to all rights of priority resulting from the filing of any applications or registrations based on the Intellectual Property. Assignor hereby agrees that Assignee may apply for and receive patents, copyright registrations or other legal indicia of rights in and to the Intellectual Property in its own name.

Assignor hereby agrees that when requested by Assignee, without charge to, but at the expense of Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, Assignor will assist Assignee as requested during the preparation, prosecution or enforcement of any applications, registrations or issued patents based on the Intellectual Property, including execution all rightful oaths, declarations, powers of attorney, proofs of assignment and other papers, communication to Assignee, its successors, assigns, and representatives of all facts known to Assignor relating to the Intellectual Property and the history thereof; and general assistance to Assignee, its successors, assigns, or legal representatives in securing and maintaining proper legal protection for the Intellectual Property and for vesting title to the Intellectual Property, and all applications, registrations and issued patents based on the Intellectual Property, in Assignee, its successors, assigns, and legal representatives.

Assignor hereby covenants with Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the Intellectual Property have been made to others by Assignor (except to the extent licenses to use the Intellectual Property have been granted in connection with the sale of the products of the Assignor in the ordinary course of Assignor's business).

This Assignment is made and shall be interpreted under the laws of the state of New York.

In testimony of the above, we have set our hands on September 17, 2001:

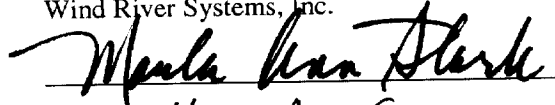
Wind River Systems Scotland Ltd.



Name: MARLA ANN STARK

Title: DIRECTOR AND SECRETARY

Wind River Systems, Inc.



Name: MARLA ANN STARK

Title: VICE PRESIDENT, INTELLECTUAL PROPERTY AND
LEGAL AFFAIRS

EXHIBIT A

U.S. Patent No. 5,740,440, issued April 14, 1998, entitled "Dynamic Object Visualization and Browsing System."