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Attorney Docket No. 1410-01G

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

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

1. Name of Conveying Party(ies):

Cynergy System Design, Inc.

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

7.1.02

2. Name and address of receiving party(ies)

Name: **Advanced Data Controls Corporation**

Address:

**Nihon Seimei Otsuka Building
No. 13-4, Kita Otsuka 1-Chome
Toshima-ku, Tokyo 170
Japan**

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other: _____Execution Date: **February 27, 2002**

Additional name(s) and address(es) attached?

☐ Yes☒ No4. Application number(s) or patent number(s): **1**

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

A. Patent Application No(s).

B. Patent No(s).

6,044,211Additional numbers attached? ☐ Yes ☒ No

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

Customer No.: 000466**YOUNG & THOMPSON****Second Floor****745 South 23rd Street****Arlington, VA 22202****Phone: 703-521-2297**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 account8. Deposit Account No. **25-0120**

(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.***Benoit Castel**

Name of Person Signing

Signature

July 1, 2002

Date

Total number of pages including cover sheet, attachments, and documents: **4**

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**PATENT
REEL: 013056 FRAME: 0045**

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), dated as of February 27, 2002 (the "Effective Date"), is made by and among Advanced Data Controls Corp. of Nihon Seimei Otsuka Building, No. 13-4, Kita Otsuka 1-Chome, Toshima-ku, Tokyo, 170 Japan ("ADCC") and Cynergy System Design, Inc., of 9130 Jollyville Road, Suite 200, Austin TX 78759 ("Cynergy").

RECITALS

WHEREAS, Cynergy owns U.S. Patent No. 6,044,211, entitled "Method For Graphically Representing a Digital Device as a Behavioral Description With Data and Control Flow Elements, and For Converting the Behavioral Description to a Structural Description" (the '211 Patent');

WHEREAS, ADCC and Cynergy has entered into a separate agreement entitled "Agreement for Purchasing IP" of even date herewith (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement Cynergy has agreed to assign its ownership of the '211 Patent to ADCC;

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement and intending to be legally bound hereby, ADCC and Cynergy hereby agree as follows:

AGREEMENT

1. Assignment.

(a) Upon receipt of the consideration to be paid by ADCC as set forth in the Purchase Agreement, Cynergy hereby irrevocably assigns, transfers and conveys to ADCC any and all right, title and interest (choate and inchoate) in and to the '211 Patent.

2. Appointment of ADCC as Limited Attorney-in-Fact

(a) Cynergy hereby irrevocably designates and appoints ADCC and its duly authorized officers and agents as Cynergy's agent and attorney-in-fact with the limited power of substitution to act for and on Cynergy's behalf and instead of Cynergy, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Cynergy.

3. Assigned Liabilities

Upon effectiveness of the assignment set forth herein ADCC shall become responsible for any and all liabilities and obligations associated with the '211 Patent.

4. General

This Assignment will bind and inure to the benefit of the parties and their respective successors and permitted assigns. If any provision of this Assignment is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Assignment shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended so as best to accomplish the objectives of such unenforceable provision within the limits of applicable law. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be one and the same instrument. All parties agree that this Assignment is the complete and exclusive statement of the mutual understanding among the parties regarding the assignment of the '211 Patent and supersedes and cancels all previous written and oral agreements and communications relating thereto.

(remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Assignment or have caused this Assignment to be executed on their behalf as of the Effective Date.

ADVANCED DATA CONTROLS CORPORATION

By: 

Name: Takashi Kawahara

Fax: 03-3576-0106

CYNERGY SYSTEM DESIGN, INCORPORATED

By: 

Name: Thomas Conn, Jr.

Fax: 512-858-0616