

12-17-2002

Form PTO-1595

RECC



BT

U.S. DEPARTMENT OF COMMERCE

U.S. Patent And Trademark Office

(Rev. 03/01) (modified)

OMB No. 0651-0027 (exp 5/31/2002)

102313183

To the Honorable Commissioner For Patents: please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Eagle Ray Software Systems, Inc.

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

Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: November 12, 2002

12/11/02

2. Name and address of receiving party(ies):

Name:

Fenwick & West LLP

Internal Address:

Street Address:

Two Palo Alto Square

City:

Palo Alto

State:

CA Zip: 94306

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

Yes No

RECEIVED
FEB 11 11 19 23
FBI PATENT SECTION

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: N/A

A. Patent Application No.(s):

B. Patent No.(s): 5,784,539

Additional numbers attached? Yes No

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

Name: Robert R. Sachs, Esq.
Internal Address: Fenwick & West LLP
Street Address: Two Palo Alto Square
City: Palo Alto State: CA Zip Code: 94306

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41): \$40.00

Check Enclosed
 Fee Transmittal Enclosed
 Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.:

12/16/2002 DBYRNE 00000008 5784539

01 FC:8021

40.00 DP

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.

Robert R. Sachs/Reg. No. 42,120

Name of Person Signing

Robert R. Sachs
Signature

December 6, 2002

Date

Total number of pages including cover sheet, attachments, documents: [4]

Mail documents to be recorded with required cover sheet information to: Box Assignment, Commissioner For Patents and Trademarks, Washington, D.C. 20231

Case Docket No.: 20068-02654

20068/02654/SF/5089146.1

PATENT
REEL: 013570 FRAME: 0192

PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made effective as of July 22, 2002 ("Effective Date"), by and between Eagle Ray Software Systems, Inc. a Delaware corporation with its principal place of business at 10524 Sandal Lane, Los Angeles, California, 90077 ("Eagle Ray"), and Fenwick & West LLP, a limited liability partnership with its principal place of business at Two Palo Alto Square, Palo Alto, California, 94306 ("Fenwick").

RECITALS

- A. Eagle Ray is the owner of all right, title and interest in and to U.S. Patent No. 5,784,539, entitled "Quality Driven Expert System" ("539 Patent");
- B. Eagle Ray desires to assign all right, title and interest in and to U.S. Patent No. 5,784,539 to Fenwick, provided that Fenwick pays the maintenance fee due July 22, 2002 and further provided that upon any sale of the '539 Patent, Fenwick pays to Eagle Ray ~~Redacted~~
- C. Fenwick desires to obtain all right, title and interest in and to '539 Patent, in order to attempt to sell the '539 Patent to an as of yet unidentified third party. Fenwick and Eagle Ray acknowledge that this attempted sale is speculative and that Fenwick may be unable to locate a suitable buyer for the '539 Patent, in which event no payment under this Assignment would be made to Eagle Ray, and Eagle Ray would receive no further compensation for this Assignment.

NOW THEREFORE, in consideration of the mutual promises and of the performance of the mutual covenants contained herein, Eagle Ray and Fenwick agree as follows:

1. Eagle Ray hereby irrevocably assigns, sells, and transfers to Fenwick all of Eagle Ray's title, right and interest in and to U.S. Patent No. 5,784,539, entitled "Quality Driven Expert System", including:

(i) the right of priority (including all rights under the Paris Convention for the Protection of Industrial Property), in any and all continuations, continuations-in-part, substitutions, divisions, reissues, renewals, reexaminations, extensions, utility models, inventor's certificates or industrial designs thereof, now existing or hereafter filed, issued or acquired; and

(ii) all rights to enforce the foregoing rights including the right to sue and recover all income, royalties, damages, and payments now or hereafter due or payable with respect to any of the foregoing rights, including, without limitation, damages for past, present or future infringement thereof (the foregoing collectively, the "*Assigned Rights*").

2. Eagle Ray further represents that to the best of its knowledge that it has the rights, titles, and interests to convey as set forth herein. Eagle Ray further represents and warrants that to the best of its knowledge the Assigned Rights and the '539 Patent are free and clear of all and any pledge, lien, collateral assignment, security interest, mortgage, title retention, conditional

sale or other security arrangement, or any charge, adverse claim of title, ownership or right to use, or any other encumbrance of any kind whatsoever. Eagle Ray further covenants with Fenwick that the Eagle Ray will not make hereafter any other assignment, grant, mortgage, license, or other agreement affecting the Assigned Rights conveyed herein to Fenwick.

3. Eagle Ray agrees to execute all papers necessary or desirable to fully secure to Fenwick the Assigned Rights, and to record such transfer in the United States Patent and Trademark Office.

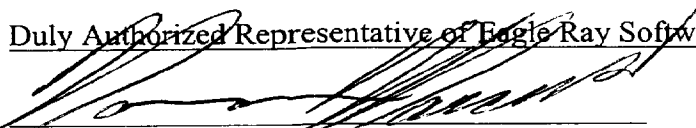
4. Fenwick agrees to pay to Eagle Ray [Redacted]

5. Eagle Ray acknowledges that the payment or payments described in Paragraph (4) shall constitute the only further consideration that Eagle Ray shall receive under this Assignment. Eagle Ray further acknowledges that it will receive no compensation or fees from any third party for any use of the '539 Patent, including any making, using, or selling of products or services within the scope of the '539 Patent, or any further enforcement, sale, license, assignment or other transfer of the '539 patent by any other party.

6. Eagle Ray acknowledges that it has been advised by Robert R. Sachs and Fenwick & West that it should consult independent counsel to evaluate and analyze this Assignment because, among other things, the interests of Fenwick & West differ substantially from the interests of Eagle Ray with respect to the subject matter of this Assignment. Eagle Ray acknowledges that it has had adequate opportunity to make whatever investigation or inquiry deemed necessary or desirable in connection with the subject matter of this Assignment prior to execution hereof, and acknowledges that it has received no advice from Robert R. Sachs and/or Fenwick & West regarding the desirability of executing this Agreement, other than the advice on the need to consult independent counsel.

Duly Authorized Representative of Eagle Ray Software Systems, Inc.

Date of Signature


Norman Marcus

Nov. 12, 2002

President

Eagle Ray Software Systems, Inc.

10524 Sandal Lane

Los Angeles, CA 90077

Assignment of U.S. Patent 5,784,539

State of California
County of Los Angeles

On November 12, 2002 before me, Micaela Shea personally
[DATE] [NOTARY PUBLIC]

appeared Norman Marcus personally known to me ~~or proved to me on the basis~~
of [REPRESENTATIVE]

~~satisfactory evidence~~ to be the person whose name is subscribed to the within instrument and
acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by
[his/her] signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.



Notary Seal

Micaela Shea
Notary

20068/02654/SF/5080223.1