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To the Director of the U.S. Patent and Trademark Office: Please record the attached document.

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

1. A. Name of conveying party:
OPTWARE CORPORATION

B. Additional name(s) of conveying party(ies) attached?
 Yes No

2. A. Name and address of receiving party:
HIDEYOSHI HORIMAI
ROOM 301, 2032-2 OOKA,
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410-0022, JAPAN
and
MASAHARU KINOSHITA
ROOM 301, 22-10,
SHINYOKOHAMA 3-CHOME
KOHOKU-KU, YOKOHAMA-SHI,
KANAGAWA 222-0033, JAPAN

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

B. Execution Date: April 15, 2003

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

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

B. Patent Application No.(s) 09/868,598

C. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: James A. Oliff

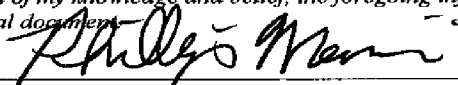
Address: **OLIFF & BERRIDGE, PLC**
P.O. Box 19928
Alexandria, VA 22320
Phone Number: 703-836-6400
Fax Number: 703-836-2787

6. Total number of applications and patents involved: 1

7. Please charge Deposit Account No. 15-0461 the total fee (37 CFR 3.41) in the amount of \$40.00.

8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.

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.



James A. Oliff Registration No. 27,075
Phillip D. Mancini Registration No. 46,743

Date: May 21, 2003

PATENT

ASSIGNMENT

WHEREAS, OPTWARE CORPORATION, a company established under the laws of Japan whose address is 7th Floor, Nisso 13th Building, 2-5-1, Shinyokohama, Kohoku-ku, Yokohama-shi, Kanagawa 222-0033, Japan, (hereinafter called "Assignor") is the owner by assignment duly recorded in the United States Patent and Trademark Office at the Reel and Frame(s) indicated below of the following United States Letters Patent(s) and/or patent application(s) (hereinafter called "Patent Properties"):

<u>Application Number and Date of Filing</u>	<u>Named Inventors</u>	<u>Reel and Frame</u>
09/868,598 - July 6, 2001	Hideyoshi HORIMAI and Masaharu KINOSHITA	012294/0131

The undersigned has reviewed all the documents in the chain of title identified above; and to the best of the undersigned's knowledge and belief, title is in the Assignor. The undersigned is empowered to sign this Assignment on behalf of the Assignor.

WHEREAS, Hideyoshi HORIMAI and Masaharu KINOSHITA, whose addresses are Room 301, 2032-2 Ooka, Numazu-shi Shizuoka 410-0022, Japan and Room 301, 22-10, Shinyokohama 3-chome, Kohoku-ku, Yokohama-shi, Kanagawa 222-0033, Japan (hereinafter called "Assignee") is desirous of acquiring the entire right, title and interest for the United States, its territories, dependencies and possessions, in and to said Patent Properties (and/or patents that may be granted therefrom), and any confirmations, divisions, continuations, reexaminations, reissues or extensions of the same;

Now, To All Whom It May Concern: Be it known that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest for the United States, its territories, dependencies and possessions, in and to said Patent Properties (and/or patents that may be granted therefrom), and any confirmations, divisions, continuations, reexaminations, reissues or extensions thereof; the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past

past infringement of said Patent Properties with the right to sue for and collect the same for its own use and for the use of its successors, assigns and legal representatives.

Assignor agrees that this assignment is binding on Assignor and its heirs, successors, assigns and legal representatives.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States to issue any Letters Patent of the United States, resulting from said Patent Properties and any confirmations, divisions, continuations, reexaminations, reissues or extensions thereof, to Assignee.

Assignor agrees to execute all papers necessary in connection with any interference which may be declared concerning said Patent Properties (and/or patents that may be granted therefrom), or any confirmation, division, continuation, reexamination or reissue thereof, and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference.

Assignor covenants that it has full right to convey the interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

Assignor agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

Assignor agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to Assignee.

Assignor grants the firm of OLIFF & BERRIDGE, PLC of Alexandria, Virginia the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment is effective as of the 15th day of April, 2003

Kanichiro Kumagai
Witness

Hideyoshi Horimai
Signature of Officer of Assignor

Kanichiro Kumagai
Witness

Hideyoshi HORIMAI
Typewritten Name of Officer
President
Title of Officer

_____)
_____) SS: _____

BE IT KNOWN, that on this _____ day of _____, 200_____, personally appeared _____, to me known and known to me to be the individual(s) described in and who executed the foregoing assignment and who acknowledged to me the execution of the same.

Notary Public

SEAL

My commission expires: