



9/26/02

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02-05-2003



102357704
FOR ASSIGNMENT

Attorney Docket No: XACTP017+

SHEET
PATENT

RESUB

To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignor:

DAMIAN S. BLACK
3750 24th Street
San Francisco, California 94114

2. Assignee:

XACCT Technologies Limited, Inc., 12 Hachibizon Street, Ramat Gan 52522 Israel J.DJ.

3. Execution Date of Assignment of Entire Interest in Patent Application: **September 24, 2002**

4. Execution Date of Declaration for Patent Application: **September 24, 2002**

4A. Patent Application No.: 10/177,657 Filed: **June 20, 2002**

4B. Patent Number: **Not Assigned**

5. Correspondence address: Joshua D. Isenberg
JDI PATENT
204 Castro Lane
Fremont, CA 94539

6. Total Number of applications and Patents involved: 1

7. Total fee (37 CFR 3.41): \$40

8. Statement and signature:

To the best of my knowledge and belief, the information contained herein is true and correct, and any attached copy is a true copy of the original document.

Joshua D. Isenberg *Joshua D. Isenberg*
Reg. No. 41,088

Date: *9/26/2002* J.DJ.
telephone: (510) 896-8328

Total number of pages including cover sheet, attachments, and document: 3

(10/07/2002 TBI A21 00000084 10177657
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ASSIGNMENT

THIS ASSIGNMENT, by

DAMIAN S. BLACK

(hereinafter referred to as the Assignors), residing at San Francisco, California, witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in

“SYSTEM AND METHOD FOR NETWORK PERFORMANCE AND SERVER APPLICATION PERFORMANCE MONITORING AND FOR DERIVING EXHAUSTIVE PERFORMANCE METRICS”for which application for Letters Patent Serial No. **10/177,657** was filed on **June 20, 2002**.

WHEREAS,

XACCT Technologies Ltd.(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **ISRAEL** is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignor and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

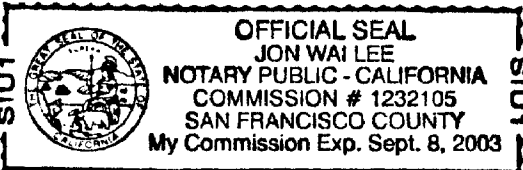
1. The Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.
2. Said Assignor hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignor are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignor covenants and agrees to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignor in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.
4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

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 FINANCE SECTION

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignor in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignor has executed and delivered this instrument on the respective dates noted below.

Date: <u>24th Sept 2002</u>	<u>Damian Black.</u> DAMIAN S. BLACK
State: <u>CA</u>	County: <u>Santa Clara</u>
Subscribed and sworn to before me on this <u>24th</u> day of <u>Sept</u> , 20 <u>02</u>	
	<u>[Signature]</u> Notary Public