

02-24-2003
102370696
Please record the attached original documents or copy thereof:

1. Name of conveying party(ies): Earl Bennett

02.13.03
Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

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

Execution Date: 2/11/03

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

Name: Compuware Corporation

Internal Address:

Street Address: 31440 Northwestern Highway

City: Farmington Hills

State: MI Zip: 48334

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

☐ Yes ☒ No

PTO
10/364728
02/13/03

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: 2/11/03

A. Patent Application No.(s):

02/13/2003 LWONDIM1 00000050 10364728

04 FC:8021

B. Patent No.(s):

40.00 DP Additional numbers attached? ☐ Yes ☒ No

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

Name: Devin S. Morgan
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.: 19-2555

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.

Devin S. Morgan, Reg. No. 45,562

Name of Person Signing


Signature

2/11/03
Date

Total number of pages including cover sheet, attachments, documents: [3]

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.: 16010-07018

16010/07018/DC/10646.1

PATENT

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to COMPUWARE CORPORATION, a Michigan corporation, having a place of business at 31440 Northwestern Highway, Farmington Hills, Michigan 48334, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **SYSTEM AND METHOD OF FAULT DETECTION IN A UNIX ENVIRONMENT** ("APPLICATION"), which:

☒ is to be filed herewith
☐ was filed on _____,
now bearing U.S. application number _____; and

2. The entire worldwide right, title, and interest in and to:
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION;
(c) all utility, divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that 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 may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

PATENT

Title of Document: ASSIGNMENT

Re:

Title: SYSTEM AND METHOD OF FAULT DETECTION IN A UNIX ENVIRONMENT

Filed: (if applicable)

Serial No.: (if applicable)

Name and Signature

Date of

Signature

Earl Bennett
EARL BENNETTFeb. 11, 2003

State of Michigan

County of Oakland } S.S.On Feb. 11, 2003 before me, Donna M. Duane, Notary

Public, personally appeared EARL BENNETT, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Donna M. Duane

Notary

16010/07018/DC/10632

DONNA M. DUANE
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Aug 1, 2008