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Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Post Office Box 7068
Pasadena, CA 91109-7068

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

<p>1. Name of conveying party(ies): 22403 Erlend Olson</p> <p>Additional name(s) of conveying party(ies) attached: NO</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Pivotal Technologies Corp.</p> <p>Street Address: 70 South Lake Avenue, Suite 900 Pasadena, California 91101</p> <p>Additional name(s) & address(es) attached? NO</p>		
<p>3. Name of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Proprietary Information and Inventions Agreement/Pivotal Technologies Corp.</p> <p>Execution Date: November 7, 1987</p>			
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is: .</p> <table border="1"> <tr> <td data-bbox="87 957 737 1167"> <p>A. Patent Application No.(s) 10/214,239</p> </td> <td data-bbox="737 957 1563 1167"> <p>B. Patent No.(s)</p> </td> </tr> </table> <p>Additional numbers attached? NO</p>		<p>A. Patent Application No.(s) 10/214,239</p>	<p>B. Patent No.(s)</p>
<p>A. Patent Application No.(s) 10/214,239</p>	<p>B. Patent No.(s)</p>		
<p>5. Please return the recorded document and address all correspondence to:</p> <p>CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068</p> <p>Attention: Richard J. Paciulan</p>	<p>6. Total number of applications and patents involved..... 1</p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 40.00</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p>		
<p>10. <input type="checkbox"/> Explanatory letter is enclosed.</p>			
<p>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.</p> <p>Date: February 20, 2003</p> <p>By <u><i>Richard J. Paciulan</i></u> Name: Richard J. Paciulan 626/795-9900</p> <p>I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE U.S. POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: ASSISTANT COMMISSIONER FOR PATENT, WASHINGTON, D.C. 20231 ON <u>2/20/03</u> <u><i>R. Paciulan</i></u></p> <table border="1"> <tr> <td data-bbox="87 1822 548 1940"> <p>DATE/ SIGNATURE</p> <p>02/26/2003 8TOM11 00000112 10214239</p> <p>01 FC:8021 40.00 DP</p> </td> <td data-bbox="548 1822 1563 1940"> <p>Total number of pages including cover sheet, attachments, and document: 5</p> </td> </tr> </table>		<p>DATE/ SIGNATURE</p> <p>02/26/2003 8TOM11 00000112 10214239</p> <p>01 FC:8021 40.00 DP</p>	<p>Total number of pages including cover sheet, attachments, and document: 5</p>
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COPY

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

PIVOTAL TECHNOLOGIES CORP.

I hereby acknowledge and agree as follows with Pivotal Technologies Corp. (the "Company"), in connection with my employment or the continuance of my employment (as the case may be) with the Company:

1. No Term of Employment. I acknowledge and agree that this is not an employment agreement and my employment with the Company is not for any fixed term, and that my employment will continue only at the will of both the Company and me. I agree that this means my employment may be terminated at any time for any reason or for no reason, either with or without cause, either by me or the Company.

2. No Conflicts with Prior Employment. I represent that my employment with the Company will not conflict with any obligations which I have to former employers or any other persons. I specifically represent that I have not brought to the Company (and will not bring to the Company) any materials or documents of a former employer, or any confidential information or property of a former employer, and I will not use any material from any third party during the scope of my employment without the prior approval of the Company.

3. Prior Inventions. As a matter of record, and in order to assist the Company in determining its rights to any discoveries and inventions in connection with my employment, I have listed (at the end of this Agreement) all inventions, copyrighted material, patents and patent applications which I own or have any interest in and which were conceived of, or first reduced to practice, prior to my employment with the Company, and which I do not want the Company to have any interest in ("Prior Inventions"). If nothing is listed below, I agree that the Company may conclusively assume that I claim no interest in any inventions, copyrighted material, patents or patent applications. I will not use any Prior Inventions during my employment with the Company.

4. Confidential Information. I understand that as part of my employment with the Company I am expected to make new contributions of value to the Company. I also acknowledge that, during my employment, I will learn information relating to the Company (and its business and products) which has commercial value to the Company and which the Company desires to keep confidential. This confidential information will include such things as trade secrets, know-how, discoveries, inventions, marketing information, business strategies, information regarding customers and suppliers, and any other information (not necessarily in writing) which may be useful to the Company and which is not generally available to the public (all of this information is referred to in this Agreement as "Confidential Information"). I agree that all such Confidential Information will be the sole property of the Company, and I agree that I will not disclose any Confidential Information to any other person (except solely in performing my duties as an employee of the Company), and that I will otherwise keep all Confidential Information in strictest confidence and not use it for any purpose except to fulfill the duties

my employment. Also, I will comply with the terms of agreements entered into by the Company from time to time relating to the protection of the proprietary information of other parties.

5. Inventions and Discoveries During Employment. I agree that all discoveries and inventions which relate in any manner to the business or the future business of the Company, and which are conceived or made by me (either alone or with others) during my employment with the Company, will be the sole property of the Company. I will promptly disclose these discoveries and inventions to the Company in writing, and I will not disclose these discoveries and inventions to any other persons. I hereby assign to the Company all my right to such discoveries and inventions, and I will sign such additional documents as the Company from time to time considers advisable in order to complete this assignment and to apply for patent or copyright protection in the name of the Company. I agree that, for purposes of this Agreement, the term "discoveries and inventions" shall have the broadest meaning, including new products, machines, methods, processes, software programs, improvements, compositions of matter, and designs or configurations.

I understand that the Company is hereby advising me that any provision in this Agreement requiring me to assign my rights in any invention does not apply to an invention which qualifies fully under the provisions of Section 2870 of the California Labor Code. That section provides that the requirement to assign inventions "shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information, except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) result from any work performed by the employee for the employer." By signing this Agreement, I acknowledge that this paragraph shall constitute written notice of those provisions of Section 2870.

6. Certain Further Agreements. I agree that, since my employment with the Company will involve a relationship of confidence and trust, during my employment I will not engage in any other employment or business activities which are competitive with or otherwise conflict with the interests of the Company, and I will not plan or organize any such competing business activity.

7. Certain Obligations Upon Termination of Employment. In the event of the termination of my employment by me or by the Company for any reason, or at any time at the Company's request, I will promptly deliver to the Company all documents and other materials of any nature pertaining to my work with the Company which contain any Confidential Information or any discoveries and inventions. In the event of any such termination of employment, I will not take with me any such documents or materials (or any copies of them), and I will continue to keep all Confidential Information in strictest confidence as required by

paragraph 4 above. I also agree that, in recognition of my position of confidence and trust with the Company during my employment, for a period of one year following such termination I will not solicit the employment or services of any of the Company's employees.

8. Entire Agreement. This Agreement is the entire agreement between the Company and me regarding the above matters, and I represent that I am not relying upon any contrary statements or understandings between me and the Company with regard to these matters.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS THE EMPLOYEE'S RIGHTS TO INVENTIONS THE EMPLOYEE MAY MAKE DURING HIS OR HER EMPLOYMENT.

9. Effective Date; Application to Prior Employment. This Agreement shall be deemed effective as of the date set forth below, which is the date upon which I commenced employment with either Alameda Engineering Incorporated ("AEI") or a partnership known as Pivotal Technologies LLC ("LLC"), each of which is a predecessor-in-interest to the business of the Company. I agree that the provisions of this Agreement shall be deemed applicable at all times that I was employed by either AEI or LLC and that, during any such period of employment with either AEI or LLC, references herein to the "Company" shall be deemed to be references to AEI or LLC, as applicable, and I agree that the rights of AEI or LLC as a result thereof under this Agreement shall inure to the benefit of the Company, which I acknowledge has succeeded to all such rights.

Dated: 10-27, 1998

PIVOTAL TECHNOLOGIES CORP.

EMPLOYEE

By: [Signature]

Erlend Olson

(Printed name of employee)

Title: V.P., CTO

[Signature]

(Signature of employee)

Prior Inventions (if any) -- see paragraph 3 above:

None - I agree to assign all to Pivotal

(attach additional pages if necessary)

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Dated: ~~10/27/1998~~

NOV. 7, 1987

PIVOTAL TECHNOLOGIES CORP.

EMPLOYEE

By:

Ervend Olson

(Printed name of employee)

Title:

V.P., CTO

(Signature of employee)

Prior Inventions (if any) - see paragraph 3 above:

None - I agree to assign all to Pivotal

(attach additional pages if necessary)