

FORM PTO-1595 (modified)

(Rev 6-93)

RECORDA

04-17-2003

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

4-15-03

P.



To the Director of the United States Patent and Trademark Office

102422181

Original documents or copies thereof.

## 1. Name of conveying party(ies):

Franklin D. Raines  
 Julie G. St. John  
 Michael A. Quinn  
 Robert A. Lewis  
 William F. Farrell  
 John L. Kemper

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

Fannie Mae  
 3900 Wisconsin Avenue, NW  
 Washington, DC 20016-2892

Additional conveying party(ies) NO

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

3/31/03, 3/20/03, 3/18/03, 4/1/03,  
 3/19/03 & 3/27/03, respectively

Additional name(s) &amp; address(es) attached? NO

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

10/331,811

B. Patent Number(s):

PATENT\_NO

Additional numbers attached? NO

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

David G. Luetttgen  
 FOLEY & LARDNER  
 Suite 3800  
 777 East Wisconsin Avenue  
 Milwaukee, Wisconsin 53202-5306

## 6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

David G. Luetttgen

Name of person signing

Signature

Date

4/10/03

04/16/2003 ECDOPER 00000111 10331811

01 ECDOPER

40.00 00

Total number of pages including cover sheet, attachments, and document: 8

**ASSIGNMENT AND AGREEMENT**

*WHEREAS*, Franklin D. Raines of 3006 Albemarle Street, N.W., Washington, DC 20008; Julie G. St. John of 3125 38th Street, NW, Washington, DC 20016; Michael A. Quinn of 9305 Langford Court, Potomac, Maryland 20854; Robert A. Lewis of 10500 Streamview Court, Potomac, Maryland 20854; William F. Farrell of 2054 Carrhill Road, Vienna, Virginia 22181 and John L. Kemper of 10513 Walter Thompson Drive, Vienna, Virginia 22181; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **CORE SYSTEM PATENT** (Atty. Dkt. No. 037607-0158) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

*WHEREAS*, Fannie Mae, a federally chartered corporation having an office and principal place of business at 3900 Wisconsin Avenue, NW, Washington, DC 20016-2892 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original,

and modifications under the intellectual property laws of the United States and countries foreign thereto.

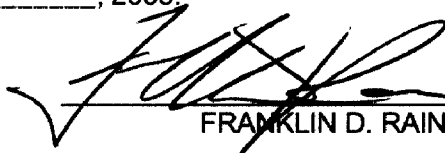
ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

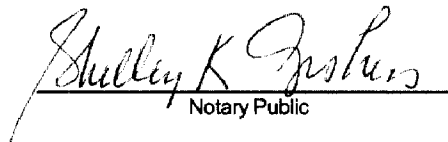
ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 31<sup>st</sup> day of March, 2003.

District of Columbia  
 State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

  
 FRANKLIN D. RAINES

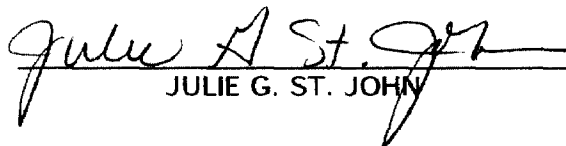
On this 31 day of March, 2003, before me, a notary public in and for said county, appeared FRANKLIN D. RAINES, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

  
 Notary Public

(Seal)

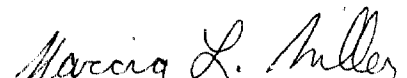
My Commission Expires: \_\_\_\_\_  
 Shelley K. Gethers  
 Notary Public, District of Columbia  
 My Commission Expires 06-14-2007

Executed this 20 day of March, 2003.

  
JULIE G. ST. JOHN

State of DISTRICT OF COLUMBIA  
CITY WASHINGTON ) ss.  
County of WASHINGTON )

On this 20th day of MARCH, 2003, before me, a notary public in and for said county, appeared JULIE G. ST. JOHN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and she acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

  
Notary Public

My Commission Expires: 11-30-06

(Seal)

Executed this 18<sup>th</sup> day of March, 2003  
~~2002~~.

**COMMONWEALTH OF VIRGINIA**

County of FAIRFAX ) ss.  
)

Michael A. Quinn  
MICHAEL A. QUINN

On this 18<sup>th</sup> day of MARCH, 2003, before me, a notary public in and for said county, appeared MICHAEL A. QUINN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

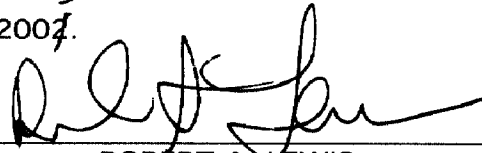
Danny Ray Smith  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

**Danny Ray Smith**  
Notary Public Commonwealth of Virginia  
My Commission Expires October 31, 2003

Executed this 1st day of April, 200<sup>3</sup>~~7~~.

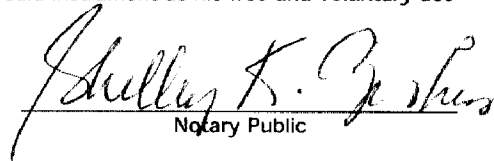


ROBERT A. LEWIS

District of Columbia  
State of \_\_\_\_\_ ) ss.

County of \_\_\_\_\_ )

On this 1 day of April, 200~~7~~<sup>3</sup>, before me, a notary public in and for said county, appeared ROBERT A. LEWIS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

  
Notary Public

My Commission Expires: \_\_\_\_\_

Shelley K. Gethers  
Notary Public, District of Columbia  
My Commission Expires 06-14-2007

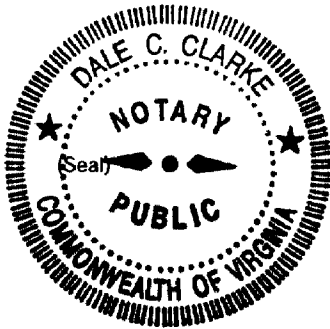
(Seal)

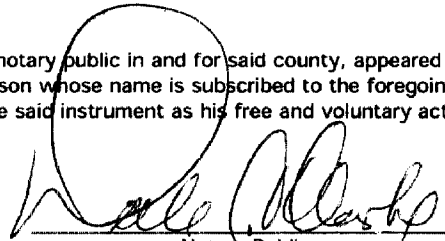
Executed this 19<sup>th</sup> day of March, 2002.

  
\_\_\_\_\_  
WILLIAM F. FARRELL

State of Virginia )  
County of Fairfax ) ss.

On this 19<sup>th</sup> day of March, 2002, before me, a notary public in and for said county, appeared WILLIAM F. FARRELL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 10/19/2004

Executed this 27<sup>th</sup> day of March, 2002. <sup>3</sup> *all*

State of Virginia )  
County of Fairfax ) ss.

*[Signature]*  
JOHN L. KEMPER

On this 27<sup>th</sup> day of March, 2002, before me, a notary public in and for said county, appeared JOHN L. KEMPER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth. <sup>3</sup> *all*

*[Signature]*  
Notary Public

My Commission Expires: 10/19/2004

(Seal)

