

08-19-2003



SHEET

U.S. DEPARTMENT OF COMMERCE
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Customer No. 23910

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

1. Name of conveying party(ies):
Rahul Srivastava
Eric M. Halpern

8.15.03

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

Name: BEA Systems, Inc.

Address: 2315 North First Street

San Jose, CA 95131

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 06/04/03 and 08/04/03

4. Application number(s) or patent number(s):
A. Patent Application No.: 10/340,496
B. Confirmation No.: 6095
Title: METHOD FOR INITIATING A SUB-SYSTEM HEALTH CHECK

Filed Date: 01/10/03

C. Patent No(s):

Additional numbers attached? Yes No

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

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2003 AUG 15 AM 8:58
FINANCE SECTION

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

Name: SHELDON R. MEYERS, ESQ.

Address: Fliesler Dubb Meyer & Lovejoy LLP

Four Embarcadero Center, Fourth Floor

San Francisco, CA 94111

Telephone: (415) 362-3800

6. Total Number of applications and patents involved: 1 X \$40.00 each

7. Total fee (37 CFR 3.41).....\$ 40.00

Check Enclosed

8. Fee Authorization. Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325.

Copy. (A duplicate copy of this authorization is **not** enclosed.)

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.

Stephen R. Bachmann
Attorney (Reg. No.: 50,806)

[Signature]
Signature

8/12/03
Date

10. Total number of pages to be recorded: 4 (1 page cover sheet and 3 page document).

08/18/2003 EDOOPER 0000003/10340496

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Attorney Docket No. BEAS-1183US1

SBachmann/BEAS/1183US1/1183US1.09.recordation.cv.sht.wpd. - 1 -

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Rahul Srivastava,
a resident of 27 Arnold Drive, Randolph, NJ 07869; and

(2) Eric M. Halpern,
a resident of 160 Delmar Street, San Francisco, CA 94117; and

have invented certain new and useful improvements in:

METHOD FOR INITIATING A SUB-SYSTEM HEALTH CHECK

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention.

Said U.S. Patent Application has a Serial Number of 10/340,496 and a filing date of January 10, 2003.

WHEREAS BEA Systems, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 2315 North First Street, San Jose 95131, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for

reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee:

Date: 6/4/03

(1) Rahul Srivastava
Rahul Srivastava

State of NEW JERSEY)

County of SOMERSET)

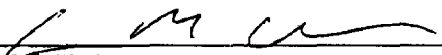
On _____ before me, _____
(name and title of officer)

personally appeared Rahul Srivastava, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Date 8/4/03

(2) 
Eric M. Halpern

State of _____)

County of _____)

On _____ before me, _____
(name and title of officer)

personally appeared Eric M. Halpern, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____
