

11-17-2003

Form PTO-1595 (Rev. 10/02)

11/13/03

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

11-13-03

1. Name of conveying party(ies):

David J. Murray

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

2. Name and address of receiving party(ies)

Name: PROPEL SOFTWARE CORPORATION

Internal Address: \_\_\_\_\_

Street Address: 1010 Rincon Circle

City: San Jose State: CA Zip: 95131-1325

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: October 30, 2003

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: \_\_\_\_\_

A. Patent Application No.(s) 10/682,941

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Law Offices of Schneck & Schneck

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 2-E

6. Total number of applications and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-0590 (for any additional fees)

11/14/2003 BBYRNE 00000023 106A2941  
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9. Signature.

Thomas Schneck

Name of Person Signing

Signature

November 10, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

NOV 13 AM 7:31  
OPR/FINANCE

A S S I G N M E N T

WHEREAS, the undersigned, DAVID J. MURRAY, having an address of 4 Willow Avenue, North Hampton, State of New Hampshire 03862 (hereinafter termed Assignor) has invented certain new and useful improvements in an invention entitled: METHOD FOR CREATING A WHITELIST FOR PROCESSING E-MAILS; filed October 9, 2003 and assigned Serial No. 10/682,941;

WHEREAS, PROPEL SOFTWARE CORPORATION, a Delaware corporation, having an address of 1010 Rincon Circle, San Jose, California 95131-1325 (hereinafter termed Assignee) is desirous of acquiring the entire right, title and interest in and to said application and said invention and improvements thereon, and in and to Letters Patent thereon when granted in the United States and foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration received by said Assignor from said Assignee, the receipt and sufficiency of which in full are hereby acknowledged by said Assignor:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest in and to said application and said invention and in and to any and all improvements on said invention heretofore or hereafter made or acquired by said Assignor; and in and to any and all Letters Patent on said invention and/or said improvements that may be granted in the United States or any

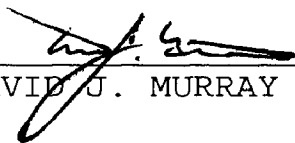
foreign country, including each and every Letters Patent granted on any application which is a division, continuation, substitution, renewal, or continuation-in-part of any of said application specifically identified herein, and in and to each and every reissue or extension of said Letters Patent.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee whereby said Assignee may enjoy to the fullest extent the right, title and interest herein conveyed. 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 in it the right, title and interest herein conveyed; (b) prompt execution of all petitions, oaths, specifications or other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for prosecuting said application, for filing and prosecuting divisional, continuation, substitution, renewal, continuation-in-part, or additional applications in the United States and/or foreign countries covering said invention and/or said improvements, for filing and prosecuting applications for reissuance of Letters Patent included herein, or for interference proceedings involving said invention and/or said improvements; (c) prompt assistance and cooperation in the prosecution of interference proceedings involving said invention and/or said improvements and in the adjudication of said Letters Patent, particularly by the disclosure of facts and the production of evidence relating to said invention and/or said improvements, provided the expenses which may be incurred by said Assignor in lending such assistance and cooperation shall be paid by the Assignee.

3. 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 Assignor, his heirs, legal representatives and assigns.

4. Said Assignor hereby warrants and represents that he has not entered into any assignment, contract or understanding in conflict therewith.

IN WITNESS WHEREOF, this said Assignor has executed and delivered this instrument this 30<sup>TH</sup> day of OCTOBER, 2003.

  
\_\_\_\_\_  
DAVID J. MURRAY