

12-02-2003



102612794 **PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Customer No. 23910

To the Honorable Commissioner of Patents and Trademarks: Pleas	se record the attached original documents or copy thereof.
Name of conveying party(ies): Adrian Price	2. Name and address of receiving party(ies):
Sean Garagan	Name: BEA SYSTEMS, INC.
Additional name(s) of conveying party(ies) attached? Yes X No	Address: 2315 North First Street
3. Nature of conveyance:	San Jose, CA 95131
✓ Assignment Merger Security Agreement Change of Name Other	
Execution Date: 4/10/03; 11/9/03	Additional name(s) & address(es) attached? Yes No
4. Application number(s) or patent number(s): A. Patent Application No.: 10/425,920 B. Confirmation No.: 3674 Title: PLUG-IN CONFIGURATION MANAGER	C. Patent No(s).:
Filed Date: April 29, 2003	
Additional numbers attache	ed?YesNo
If this document is being filed together with a new application, the exec	cution date of the application is: N/A
Name and address of party to whom correspondence concerning document should be mailed:	6. Total Number of applications and patents involved: 1 X \$40.00 each
Name: Sheldon R. Meyer	7. Total fee (37 CFR 3.41)\$ 40.00
Address: Fliesler Dubb Meyer & Lovejoy LLP	Check Enclosed
Four Embarcadero Center, Fourth Floor	8. Fee Authorization. Authorization is given to charge any additional fees or credit any
San Francisco, CA 94111	overpayment to Deposit Account No. 06-1325.
Telephone: _(415) 362-3800	Copy. (A duplicate copy of this authorization is not enclosed.)
9. Statement and signature. To the best of my knowledge and belief, the foregoing info copy is a true copy of the original document.	formation is true and correct and any attached
	Z 11/2da
Sheldon R. Meyer	u(— o,
Sheidoli R. Meyer	F .
Attorney (Reg. No.: 27,660) Signature Attorney (Reg. No.: 27,660) Signature Attorney (Reg. No.: 27,660) Signature	Date

Attorney Docket No.: BEAS-01270US1

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PATENT

REEL: 014732 FRAME: 0181

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1)	Adrian Price	,
a resident of	24 Browning Road	
	Worthing, BN114NS	
	West Sussex County, UNITED KINGDOM	; and
(2)	Sean Garagan	
a resident of	125 Joyce Court	
	Lake Echo, Nova Scotia	
	B3E 1A9, CANADA	; and

have invented certain new and useful improvements in:

PLUG-IN CONFIGURATION MANAGER (Attorney Docket No.: BEAS-01270US1)

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

WHEREAS <u>BEA Systems</u>, Inc. (hereinafter termed "Assignee"), a corporation of the State of <u>California</u>, having a place of business at <u>2315 North First Street</u>, <u>San Jose 95131</u>, State of <u>California</u>, 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

Page 1

Attorney Docket No.: BEAS-01270US1

jlohr/beas/1270/1270us1//1270us1.004 sean garagan assignment.wpd

PATENT REEL: 014732 FRAME: 0182 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 acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee:

1.		On the day of, 20;	
	Or		
2.		Said application having SC/Serial Number and filed on the, 20	day of
	Date of Ex	xecution of Declaration for Patent Application:	
Date		(1)	
		(1)Adrian Price	
State of County o			
County 0			
	On	before me,	,
his/her/th	y appeared whose name(acir authorized	, personally known to me (or proved to me on the basis of satisfactory evidents), is/are subscribed to the within instrument and acknowledged to me that he/she/they executed a capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity acted, executed the instrument.	ice) to be the it the same in
WITNES	S my hand an	d official seal.	
Signature			
	alle alle alle	. ************************************	

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Attorney Docket No.: BEAS-01270US1

jlohr/beas/1270/1270us1//1270us1.004 sean garagan assignment.wpd

1.		On the day of, 20	;
	Or		
2.		Said application having SC/Serial No. April, 2003.	umber <u>10/425,920</u> and filed on the <u>29</u> day of
	Date of Execut	ion of Declaration for Patent Applicat	ion:
Date <u>/</u>	Jou 9/03	(2) Se	an Garagan
State of)	
County o	of))	
	On	before me,	
person(s) his/her/th	ly appeared	, personally known to me (or prov are subscribed to the within instrument and ack	red to me on the basis of satisfactory evidence) to be the knowledged to me that he/she/they executed the same in in the instrument the person(s), or the entity upon behalf
WITNES	SS my hand and office	cial seal.	
Signature	е		
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Attorney Docket No.: BEAS-01270US1 jlohr/beas/1270/1270us1//1270us1.004 sean garagan assignment.wpd

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JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1)	Adrian Price	
a resident of	24 Browning Road	
	Worthing, BN114NS	
	West Sussex County, UNITED KINGDOM	; and
(2)	Sean Garagan	
a resident of	125 Joyce Court	
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	B3E 1A9, CANADA	; and

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PLUG-IN CONFIGURATION MANAGER

(Attorney Docket No.: BEAS-01270US1)

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

WHEREAS <u>BEA Systems</u>, <u>Inc.</u> (hereinafter termed "Assignee"), a corporation of the State of <u>California</u>, having a place of business at <u>2315 North First Street</u>, <u>San Jose 95131</u>, State of <u>California</u>, 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

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PATENT REEL: 014732 FRAME: 0185 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.

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- 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 acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee:

1		On the day	of	_, 20;			
2.	Or X	Said application	on having SC/Seria	al Number	/425,920 4425 and filed	29 l on the	day of _
I	Date of Executi	ion of Declarati	on for Patent App			-	
Date_10	th April,	2003	(1) A.M	Adrian Pri	ce		
State of County of							
-	On		before me,				,
person(s) v his/her/the	appeared vhose name(s) is/a ir authorized capac	, personer subscribed to the	onally known to me (o e within instrument a y his/her/their signatu	or proved to me one of acknowledge	on the basis of sat d to me that he/sh	isfactory evidence e/they executed th	ne same in
WITNESS	my hand and offic	cial seal.					
Signature _			·	_			
	ماه ماه ماه ماه ماه ماه					ماد ماد ماد ماد ماد	

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1.		On the day of, 20;
	Or	
2.		Said application having SC/Serial Number and filed on the day of
	Date of I	Execution of Declaration for Patent Application:
Date		(2) Sean Garagan
		Sean Garagan
State of County o	_	
	On	before me,
person(s) his/her/th	ly appeared) whose nam heir authoriz	, personally known to me (or proved to me on the basis of satisfactory evidence) to be the re(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in ed capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf s) acted, executed the instrument.
WITNES	SS my hand	and official seal.
Signature	e	

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RECORDED: 11/24/2003