

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/06/2003
CONVEYING PARTY DATA	
Name	Execution Date
Old Point International Corporation	06/07/2004
RECEIVING PARTY DATA	
Name:	Glenridge Commercial, Inc.
Street Address:	Vanterpool Plaza, Wickhams Cay I
City:	Road Town, Tortola
State/Country:	VIRGIN ISLANDS, BRITISH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5452440
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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NAME OF SUBMITTER:	Charles T. J. Weigell
Total Attachments: 8 source=Assignment Nunc Pro Tunc#page1.tif source=Assignment Nunc Pro Tunc#page2.tif source=Assignment Nunc Pro Tunc#page3.tif source=Assignment Nunc Pro Tunc#page4.tif source=Assignment Nunc Pro Tunc#page5.tif	

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ASSIGNMENT NUNC PRO TUNC

THIS ASSIGNMENT, *NUNC PRO TUNC*, effective June 6, 2003, ("Assignment") is by and between Old Point International Corporation, a British Virgin Islands corporation ("Old Point"), and Glenridge Commercial, Inc. a British Virgin Islands corporation ("Glenridge").

WHEREAS, Old Point has acquired and owns rights to certain intellectual property assets listed on the schedule at Exhibit A attached hereto (the "Intellectual Property");

WHEREAS, on June 6, 2003, Old Point made a capital contribution to Glenridge (the "Capital Contribution"), the receipt and adequacy of which Glenridge acknowledges, in return for which Capital Contribution Old Point received 150 shares of Glenridge;

WHEREAS, the Capital Contribution comprised Old Point's assignment of all right, title and interest in, to and under the Intellectual Property;

WHEREAS, Old Point and Glenridge wish to memorialize the terms and conditions of the Capital Contribution as it pertains to the Intellectual Property;

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged:

1. Old Point hereby assigns, transfers, and conveys to Glenridge, *nunc pro tunc*, effective June 6, 2003, all of Old Point's world-wide rights, title and interest in, to, and/or under the Intellectual Property, as listed in Exhibit A, including, but not limited to: (i) all trademarks, trade names, service marks, service names, and all related and/or accompanying logos, designs, artwork, and all similar descriptive materials, whether registered or unregistered, together with the goodwill symbolized by each and all of the foregoing and by any and all registrations thereof; (ii) all patents, patent applications, continuations, divisional applications, provisional applications or any extensions thereof, including all designs, mask works, processes,

or inventions these embody, disclose, and/or claim; (iii) all know-how, trade secrets, and processes and techniques used by or with, pertaining to, and/or referenced or identified by the Intellectual Property; and (iv) all copyrights, rights of authorship, database designs, rights in computer software and similar proprietary rights, whether registered or unregistered.

2. The rights, title and interest in, to and under the Intellectual Property assigned, transferred and conveyed by Old Point to Glenridge, *nunc pro tunc*, effective June 6, 2003, include, without limitation: (i) any and all rights to income, royalties, damages and payments now or hereafter due or payable with respect to any and all of the Intellectual Property; and (ii) any and all causes of action (either in law or in equity) as well as the right to sue, counterclaim, and recover for past, present and future infringement with respect to any and all of the Intellectual Property.

3. Old Point hereby agrees to execute, acknowledge and deliver from time to time any and all documents and take such other action as Glenridge, in its sole discretion, believes necessary to: (i) protect, assure, register, confirm and/or otherwise vest Glenridge's rights, title and interest in, to and under any and all of the Intellectual Property; and (ii) to record with any and all government agencies, authorities, courts, tribunals, or third parties Glenridge's ownership of any and all of the Intellectual Property, and any and all goodwill associated therewith or appurtenant thereto.

4. If any provision of this Assignment shall for any reason be found invalid, illegal, unenforceable, or in conflict with any valid controlling law, such provision shall be separated from this Assignment and such invalidity, illegality, unenforceability, or conflict shall not affect any other provision hereof and this Assignment shall be interpreted and construed as if such provision, to the extent the same shall have been held invalid, illegal, unenforceable or in conflict, had never been contained herein.

5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, or, insofar as federal law explicitly controls, by and with the laws of the United States of America.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, *Nunc Pro Tunc*, effective June 6, 2003, to be executed by their respective duly authorized agents on the dates indicated below.

Date: 6/7/04

OLD POINT INTERNATIONAL CORPORATION

By: Ezra Michael Ruz *Silvia H de Diaz* ^{ER} *DD*

Name: _____

Title: _____

GLENRIDGE COMMERCIAL, INC.

Date: _____

By: _____

Name: _____

Title: _____

6. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, or, insofar as federal law explicitly controls, by and with the laws of the United States of America.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, *Nunc Pro Tunc*, effective June 6, 2003, to be executed by their respective duly authorized agents on the dates indicated below.

OLD POINT INTERNATIONAL CORPORATION

Date: _____

By: _____

Name: _____

Title: _____

GLENRIDGE COMMERCIAL, INC.

Date: 6/7/04

By: 

Name: _____

Title: _____

EXHIBIT A

Copyrights

Description	Country/Jurisdiction	Registration Number
Viewpoint	United States	TX-2-837-209
Viewpoint (revisions)	United States	TX-3-213-063

Unregistered Software Products: see below

Existing Software Products - Sightline GA Shelf Report

	<u>Product Components</u>	<u>Operating System Supported</u>	<u>Oracle Supported</u>
Expert Advisor/ Vision	Expert Advisor/Vision	NT4.0, Win2000	
Adapters:	Remedy Tivoli UniCenter		
ForSight:	ForSight	NT4.0, Win98, Win2000	
Power Agents:	AIX Power Agent AIX Power Agent Caldera Open Server Power Agent* Caldera UnixWare Power Agent* HP-UX Power Agent HP-UX Power Agent IBM NUMA-Q Power Agent* IBM NUMA-Q Power Agent* Linux Power Agent OpenVMS Power Agent Solaris Power Agent Solaris Power Agent Solaris Power Agent Solaris Power Agent Stratus VOS Power Agent Tru64 Power Agent Unisys ClearPath MCP*** Unisys ClearPath OS 2200 Windows 2000 Power Agent Windows 2000 Power Agent Windows NT Power Agent	AIX 4.2, 4.3x AIX 5.1 Caldera (SCO) OS 5.0.5 Uniware 7.0.1, 7.1.0, 7.1.1 HP-UX 10.2 HP-UX 11 & 11i (32 bit & 64 bit) DYNIX-ptx 4.4.x DYNIX-ptx 4.5.x RedHat 6.1, 7.0 6.1-7.3(Alpha), 6.1-7.3(VAX) Solaris 8 (32 bit & 64 bit) Solaris 7 (32 bit & 64 bit) Solaris 2.5, 2.6 VOX 13.5-14.4 Tru64 5.x MCP 47.1 & below HMP-IX 6.0 & below Win2000 Professional Server Win2000 Advanced Server/Data Center NT4.0	8.0x, 8.1.x 8.0x, 8.1.x NA 7.3.4, 8.0.5 8.0.x, 8.1.x 8.0.x, 8.1.x 7.3.4, 8.0.5 7.3.4, 8.0.5, 8.1.x 8.1.x 8.0.5, 8.1.x 8.0.x, 8.1.x 8.0.x, 8.1.x 8.0.x, 8.1.x NA 8.0.x, 8.1.x NA NA 8.0.x, 8.1.x 8.0.x, 8.1.x 8.0.x, 8.1.x
Interface Agents:	Brocade** Cache EMC** Internet (IIS)** MS Exchange** Oracle OS390** SQL Server**	NT4.0, Win2000 Tru64, HP-UX, AIX, VMS, Solaris, NT NT4.0, Win2000 NT4.0, Win2000 5.5(NT & Win2000 Pro) 2000(Win2000 Adv) See Oracle Supported NT4.0, Win2000 6.5, 7.0(NT & Win2000 Pro) 2000(Win2000 Adv)	

	<u>Product Components</u>	<u>Operating System Supported</u>	<u>Oracel Supported</u>
	Terminal Server**	NT4.0, Win2000	
	Tuxedo**	Win2000, HP-UX 11	
Summary Advisor/ Vision	Summary Advisor/Vision	NT4.0, Win2000, Solaris 7	
Service Agents	DNS	NT4.0, Win2000, Solaris 7	
	FTP	NT4.0, Win2000, Solaris 7	
	HTTP	NT4.0, Win2000, Solaris 7	HTTP 1.x compliant
	HTTPS	NT4.0, Win2000	HTTP 1.x compliant
	Ping	NT4.0, Win2000, Solaris 7	
	Pop3	NT4.0, Win2000, Solaris 7	
	PortScan	NT4.0, Win2000, Solaris 7	
	ProcessScan	NT4.0, Win2000	
	SMTP	NT4.0, Win2000, Solaris 7	
	SQL	NT4.0, Win2000, Solaris 7	Oracle 8.0.5, Sybase
Summary Agents	Alerts	NT4.0, Win2000, Solaris 7	
	Alteon	NT4.0, Win2000, Solaris 7	Alteon Ace Director 1.3.6
	Apache	NT4.0, Win2000, Solaris 7	SNMP, RFC 1213, C
	CiscoRouter	NT4.0, Win2000, Solaris 7	SNMP, RFC 1213, C
	CiscoSwitch	NT4.0, Win2000, Solaris 7	
	DiskSpace	NT4.0, Win2000	
	FreeBSD	NT4.0, Win2000, Solaris 7	3.4, Intel platform
	HP-UX	NT4.0, Win2000, Solaris 7	HP-UX 11.x
	Linux	NT4.0, Win2000, Solaris 7	RedHat 6.1
	Nokia	NT4.0, Win2000, Solaris 7	IP440
	Oracle	NT4.0, Win2000, Solaris 7	Oracle 7.3.4, 8.0.5
	SilkWorm	NT4.0, Win2000, Solaris 7	Model 2400
	SnmpNet	NT4.0, Win2000, Solaris 7	SNMP, RFC 1213 M
	Solaris	NT4.0, Win2000, Solaris 7	Solaris 7 and JVM 1.
	Sybase	NT4.0, Win2000, Solaris 7	11.9.2
	Windows 2000	NT4.0, Win2000	
	Windows NT	NT4.0, Win2000	
Data Transfer Agents:	Consolidator	NT4.0, Win2000, Solaris 7	
	VaVP	NT4.0, Win2000, Solaris 7	
SA/V Visualization	SA/V GUI	NT4.0, Win2000, Solaris 7	
SDK:	Software Developers Kit	Win2000 and NT4.0	

*4.3 version Power Agents Available Only

**NT/2000 Power Agent is Required

*** Subject to possible residual ownership interest(s) by MGS as to Unisys
ClearPath MCP not previously transferred to DivestCap Management
Corporation.

Products in Development - Sightline PIQ Shelf Report

	<u>Product Components</u>	<u>Operating System Supported</u>	<u>Oracle Supported</u>
Expert Advisor/ Vision:	None		
Adapters:	None		
Power Agents:	Solaris Power Agent HP-UX Power Agent Unisys ClearPath MCP* Linux Power Agent Tru64 Power Agent	6.2 Solaris 8 (32 Bit & 64 bit) 6.2 HP-UX 11 (32 bit & 64 bit) 6.2 MCP 47.1 & below 6.2 RH Linux 7.0 6.2 Tru64 5.1,4	8.0.5, 8.1.x 8.0.5, 8.1.x NA 8.1.x 8.0.5, 8.1.x
Interface Agents:	None		
Summary Advisor/Vision:	Summary/Advisor Vision	1.7 Windows	Does not include UNIX summary agent
SDK:	None		

* Subject to possible residual ownership interest(s) by MGS as to Unisys ClearPath MCP not previously transferred to DivestCap Management Corporation.

Patents and Patent Applications

Description	Country/Jurisdiction	Patent Number
Method and structure for evaluating and enhancing the performance of cache memory system	United States	5,452,440
Method and structure for evaluating and enhancing the performance of cache memory system	Canada	(Pending, Application No. 2167307)
Method and structure for evaluating and enhancing the performance of cache memory system	European Community	EP 0708942B1

Trademarks

<u>Description</u>	<u>Country/Jurisdiction</u>	<u>Registration Number</u> (Application No. where indicated)
VIEWPOINT	United States	2,204,955
DATAMETRICS	United States	2,008,196
ZITEL	United States	1,230,923
ZITEL	European Community	27326
THE FORTEL GROUP	United States	1,737,071
SIGHTLINE	United States	2,778,159
SIGHTLINE	Canada	(Application Serial No. 107077900)
SIGHTLINE	European Community	1801570
SIGHTLINE	Switzerland	482456
FORTEL	United States	2,750,782
FORTEL	Canada	(Application Serial No. 107077400)
FORTEL	European Community	1801604
FORTEL	Switzerland	48257