

Form PTO-1595 (Rev. 06/04)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

| RECORDATION FORM COVER SHEET PATENTS ONLY | |
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| To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. | |
| 1. Name of conveying party(ies)/Execution Date(s): Silk Road Technology, Inc. Execution Date(s) <u>9/18/2003</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 2. Name and address of receiving party(ies) Name: <u>Cincom Systems, Inc.</u> Internal Address: _____ Street Address: <u>55 Merchant Street</u> City: <u>Cincinnati</u> State: <u>Ohio</u> Country: <u>USA</u> Zip: <u>45246</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input checked="" type="checkbox"/> Other Nunc Pro Tunc Assignment | 4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>09/419,038</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Jennifer Mikulina</u> Internal Address: <u>McDermott Will & Emery LLP</u> Street Address: <u>227 West Monroe, Suite 4400</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60606</u> Phone Number: <u>312.984.3620</u> Fax Number: <u>312.984.7700</u> Email Address: <u>jmikulina@mwe.com</u> | 6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>13-0206</u> Authorized User Name <u>McDermott Will & Emery</u> |
| 9. Signature: <u>Jennifer Mikulina</u> <u>7-9-04</u> Signature Date Jennifer Mikulina Name of Person Signing Total number of pages including cover sheet, attachments, and documents: <u>4</u> | |

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 130206 09419038

PATENT ASSIGNMENT

WHEREAS, SilkRoad Technology, Inc., a Delaware corporation (the "Seller"), is the owner of record of the United States and foreign patents and patent applications listed in the attached Schedule A and incorporated herein (all hereinafter collectively referred to as the "Patents");

WHEREAS, Cincom Systems, Inc., an Ohio corporation (the "Buyer"), acquired the Patents from Seller pursuant to an Asset Purchase Agreement, dated September 18, 2003 (the "Purchase Agreement"), and the related Bill of Sale dated the date thereof (the "Bill of Sale") to both of which Seller and Buyer are parties; and

WHEREAS, Seller wishes to herein memorialize said assignment, transfer and sale of the Patents to Buyer.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Purchase Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged, pursuant to the Bill of Sale and the Purchase Agreement, the Seller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Buyer, all right, title and interest in and to the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions thereof, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by the Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the said Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made; together with all claims of the Seller for past and future damages by reason of infringement of same, with the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Seller hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Patents, to record this Patent Assignment. The Seller hereby further requests the Director and his or her foreign counterparts to issue any and all patents resulting from applications among the Patents or derived therefrom to Buyer as assignee of the entire interest.

This Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Seller and the Buyer. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law.

Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement

IN TESTIMONY WHEREOF, the Seller has caused this Patent Assignment to be executed by its authorized representative, effective *nunc pro tunc* the 18th day of September 2003.

SilkRoad Technology, Inc.

By: 

Name: Matthew G. Roszak

Title: CFO

SCHEDULE A

| TITLE | APPLICATION NO. | APPLICATION DATE | COUNTRY | STATUS |
|---|-----------------|------------------|---------|---------|
| Method and Appar atus for securely collecting customer service agent data in a multi tenant environment | 09/419,038 | October 15, 1999 | U.S.A. | Pending |