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

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

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Tab settings

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

1. Name of conveying party(ies):

12-29-03

CORNING INTELLISENSE LLC

2. Name and address of receiving party(ies)

Name: INTELLISENSE SOFTWARE CORPORATION

Internal Address: 50 Fieldstone Drive

Stoneham, MA 02180

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

3. Nature of conveyance:

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

Street Address: 50 Fieldstone Drive

City: Stoneham State: MA Zip: 02180

Execution Date: December 9, 2003

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

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)

B. Patent No.(s) 6,157,900 6,116,766

Additional numbers attached? Yes No

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

Name: Deborah Uluer

Internal Address: Choate, Hall & Stewart

Street Address: 53 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Deborah B. Uluer

Name of Person Signing

Signature

12/29/03

Date

01/05/2004 DBYRNE 00000183 6157900

Total number of pages including cover sheet, attachments, and documents: 5

01 FC:8021

80.00 All documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

OFFICE OF PUBLIC RECORDS

2003 DEC 29 PM 10:43 FINANCE SECTION 01

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 9th day of December, 2003 ("Effective Date"), by and between CORNING INTELLISENSE LLC, a Delaware limited liability company with its principal place of business at 36 Jonspin Road, Wilmington, Massachusetts ("Assignor"), and INTELLISENSE SOFTWARE CORPORATION, a Delaware corporation, with its principal place of business at 50 Fieldstone Drive, Stoneham, Massachusetts ("Assignee").

A. Assignor has agreed to transfer certain assets to Assignee pursuant to the parties' Asset Purchase and Sale Agreement dated as of December 9th , 2003 (the "Purchase Agreement") and has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee. Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to such terms in the Purchase Agreement.

B. Assignor is the owner of the entire right, title and interest in, to and under those United States patents and patent applications identified and set forth on Schedule 1 (the "Patents").

D. Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extension thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that its right, title and interest in and to the Patents are free and clear of any Liens, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination or reissue proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed as of the date first above written.

CORNING INTELLISENSE LLC, Assignor:

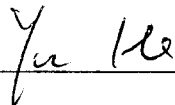


Signature

12/9/2003

Date

INTELLISENSE SOFTWARE CORPORATION, Assignee



Signature

12/9/2003

Date

COMMONWEALTH OF MASSACHUSETTS

Date: December 9th, 2003

COUNTY OF MIDDLESEX, ss.

Then personally appeared David P. Hill, who acknowledged that he is the President of CORNING INTELLISENSE LLC and that he executed the foregoing Assignment on behalf of CORNING INTELLISENSE LLC as his free act and deed, before me.



NOTARY PUBLIC

My Commission Expires:

April 2007

Schedule 1

U.S. Patent 6,157,900, "Knowledge based system and method for determining material properties from fabrication and operating parameters," December 5, 2000.

U.S. Patent 6,116,766, "Fabrication based computer aided design system using virtual fabrication techniques," September 12, 2000.