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PATENTS ONLY

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Commissioner for Patents
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Alexandria, VA 22313-1450

Please record the attached original document(s) or copy(ies) thereof.

1. Name of Conveying Party(ies):

GE Financial Assurance Holdings, Inc.

Additional name(s) of conveying party(ies) attached?

Yes

No

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: GENWORTH FINANCIAL, INC.

Address: 6620 West Broad Street
Richmond, Virginia 23230

Country: USA

Additional name(s) and address(es) attached?

Yes

No

3. Nature of Conveyance:

Assignment

Merger

Change of Name

Verified Translation

Security Agreement

Other: _____

Execution Date: May 24, 2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date(s) of the application is: _____

A. Patent Application No(s):

10/425,721

B. Patent No(s):

Others on additional sheet(s) attached?

Yes

No

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

Jennifer A. Albert, Esq.
Intellectual Property Department
Hunton & Williams LLP
1900 K Street, N.W.; Suite 1200
Suite 1200
Washington, DC 20006-1109
(202) 955-1500 (telephone)
(202) 778-2201 (facsimile)

6. Total number of applications and patents involved:

Application(s): 1
+ Patent(s): 0
= Total: 1

7. Total Fee (37 C.F.R. § 3.41) \$ 40.00

Enclosed

Authorized to be charged to Deposit Account

8. Deposit Account No.: 50-0206

(Duplicate copy of this sheet attached)

Charge any underpayment or credit any overpayment to above Deposit Account

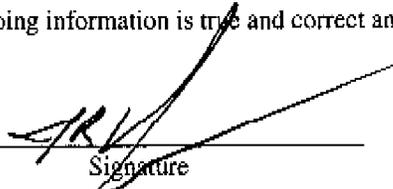
DO NOT USE THIS SPACE

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.

James R. Miner

Name of Person Signing



Signature

9-23-04

Date

Total number of pages including cover sheet, attachments, and document:

6

CH \$40.00 500206 10425721

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment"), effective as of this 24th day of May, 2004 ("Effective Date"), is from **GE FINANCIAL ASSURANCE HOLDINGS, INC.**, a corporation organized and existing under the laws of the State of Delaware ("Assignor"), to **GENWORTH FINANCIAL, INC.**, a corporation organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the patents and patent applications listed in the attached Schedule A (the "Assigned Patents").

WHEREAS, Assignee desires to acquire the Assigned Patents, and Assignor desires to assign the Assigned Patents to Assignee.

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

1. Assignor does hereby sell, assign and transfer to Assignee its entire worldwide right, title and interest in the Assigned Patents, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Assigned Patents are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. The sale, assignment and transfer set forth in paragraph 1 is subject to all licenses, options to acquire licenses or other rights granted to any third parties prior to the date of this Assignment.
3. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
4. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment, as to the Assigned Patents herein referred to.
5. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Patents.
6. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

- 7. Upon reasonable request by Assignee, Assignor will execute additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Patents set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Patents as granted to Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

GE FINANCIAL ASSURANCE HOLDINGS, INC.

By: *M. L. P. P. P.*

Name: *Brigitte L. Tobin*
 Title: *Transaction and Finance Counsel*

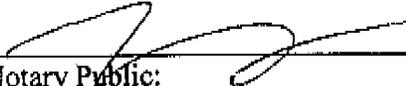
GENWORTH FINANCIAL, INC.

By: *W. E. Bobity*

Name: *Ward E. Bobity*
 Title: *Vice President*

STATE OF New York)
) :SS
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 24th day of May, 2004, by Briggs L. Tobin (Attorney-in-fact) of GE FINANCIAL ASSURANCE HOLDINGS, INC., as his/her act and deed, and the free act and deed of GE FINANCIAL ASSURANCE HOLDINGS, INC.

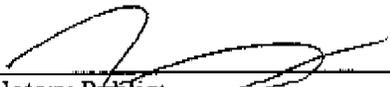


Notary Public:
My commission expires:

JOHN ELLSWORTH
Notary Public, State of New York
No. 01EL4995735
Qualified in New York County
Commission Expires June 6, 2006

STATE OF New York)
) :SS
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 24th day of May, 2004, by Ward E. Tobita of GENWORTH FINANCIAL, INC., as his/her act and deed, and the free act and deed of GENWORTH FINANCIAL, INC.



Notary Public:
My commission expires:

JOHN ELLSWORTH
Notary Public, State of New York
No. 01EL4995735
Qualified in New York County
Commission Expires June 6, 2006

SCHEDULE A - ASSIGNED PATENTS**Recordation Note**

1. *This Schedule A consists of Sub-Schedules A-1 through A-144. Set forth on each Sub-Schedule is identifying information (title, serial number/filing date and/or patent number/issue date, and docket numbers) with respect to only one (1) family of Assigned Patents.*
2. *Assignee intends to separately record each of the Sub-Schedules with the U.S. Patent and Trademark Office or applicable foreign authority to preserve the confidentiality of those patent applications included in the Assigned Patents that have not yet been published or issued.*

SUB-SCHEDULE A-135

Case Docket Number	HSN File No.	Title	Serial No /Filing Date
85FA-00246	52493.000309	System and Process for a Fusion Classification for Insurance Underwriting Suitable for use by an Automated System	10/425,721 04/30/2003