

05-26-2004



102763282

HEET

Attorney Docket No. _____

1. Name of conveying party(ies):

Synthetic Networks, Inc.
a Massachusetts corporation

5-2404

2. Name and address of receiving party(ies):

AGILENT TECHNOLOGIES, INC.
Legal Department, DL429
Intellectual Property Administration
P.O. Box 7599
Loveland, Colorado 80537-0599

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

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

3. Nature of Conveyance:

Assignment Merger Change of Name
 Security Agreement Other

Execution Date(s): 11/14/03

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

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

A. Patent Application No.(s)

B. Patent No.(s)

Serial No.: Date Filed: See Attached

60309342

Additional numbers attached? NO

OPR/FINANCE
MAY 24 AM 8:03

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

Records Manager
AGILENT TECHNOLOGIES, INC.
Legal Dept., IPA, M/S DL429
P.O. Box 7599
Loveland, CO 80537-0599

6. Total number of applications and patents involved: 4

7. Total Fee (37 CFR 3.41): \$40.00

Enclosed
 Authorization to be charged to deposit account.

8. Deposit Account Number: 50-1078

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.

Judy Rodriguez
Name of Person Signing

May 17, 2004
Date

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

OMB No. 0651-0011 (exp. 4/94)

Do Not detach this portion

Mail document to be recorded with required cover sheet information to:
Director-U. S. Patent and Trademark Office
Box Assignment
PO Box 1450
Alexandria, VA 22313-1450

05/25/2004 MBETACHE 00000094 501078 60309382

01 FC:8021 160.00 DA

ASSIGNMENT OF PATENT APPLICATIONS

The undersigned has agreed and hereby agrees to assign to AGILENT TECHNOLOGIES, INC., a Delaware corporation having its principal place of business in Palo Alto, California, (hereinafter AGILENT), in furtherance of its obligations to AGILENT, and do hereby assign and transfer to AGILENT, its successors and assigns, the entire right, title and interest, including the right of priority, in, to and under the following applications for Letters Patent:

Serial Number Filing Date	Title	Inventors
US 60/309,382 filed August 1, 2001	Synthetic Transport Software	Russell L. Couturier and Patrick V. Johnstone
US 10/210,798 August 1, 2002	Protocol Sleuthing System and Method for Load-Testing a Network Server	Russell L. Couturier and Patrick V. Johnstone
US 60/418,824 October 16, 2002	Load Testing Methods and Systems with Transactional Variability and Consistency	Russell L. Couturier and Joseph A. L. Marino
PCT/US03/32724 filed October 16, 2003	Load Testing Methods and Systems with Transactional Variability and Consistency	Russell L. Couturier and Joseph A. L. Marino

and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part (C-I-P's), divisionals, and renewals of and substitutes for said application for said Letters Patent, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; and any reissues, or reexaminations, or extensions of said Letters Patent.

AND the undersigned hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith, and it further covenants and agrees that it will, each time a request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said invention(s) or improvement(s), said application and said Letters Patent, to AGILENT, its successors, assigns, nominees or legal representatives, and the undersigned agrees to communicate to AGILENT, or to its nominee, all known facts respecting said invention(s) or improvement(s), said applications and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisionals, continuations, C-I-P's, reissue and foreign applications, to make all rightful oaths and declarations, and generally to do everything possible to aid AGILENT, its successors, assigns, nominees and legal representatives to obtain and enforce, for its or their own benefit, proper patent protection for said invention(s) or improvement(s) in any and all countries provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by AGILENT;

AND the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to AGILENT, as assignee of the entire right, title and interest, any and all Letters Patent for said invention(s) or improvement(s), including any and all Letters Patent of the United States which may be issued and granted on or as a result of the applications aforesaid, in accordance with the terms of this assignment.

Executed at Shrewsbury, Massachusetts, this 14th day of November, 2003.

Synthetic Networks, Inc.
a Massachusetts corporation

By:


Name: Andrew Copeland
Title: President