

**ASSIGNMENT RECORDATION COVER SHEET
-PATENTS ONLY-**

To: Honorable Commissioner of Patents and Trademarks:

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

1. Name of conveying party
a) Tal Givoly

2. Name and address of receiving party(ies):
a) Name: XACCT Technologies, Ltd.
Address: 12 Hachilazon Street
Ramat Gan 52522, Israel

3. Nature of conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other _____ License Agreement

Execution Date: November 5, 2004

4. Application Number(s) or Patent Number(s): 09/442,876

The title of the (new) application is:

NETWORK ACCOUNTING AND BILLING SYSTEM AND METHOD

5. Please send all correspondence concerning this (these) documents to:

Zilka-Kotab, PC
P.O. Box 721120
San Jose, CA 95172-1120
Tel. No.: (408) 971-2573
Fax No.: (408) 971-4660

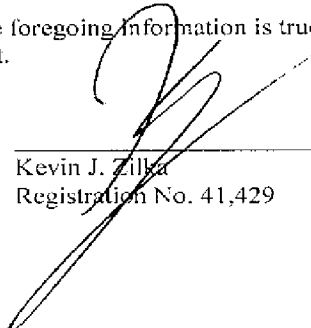
6. Total number of applications and patents involved: 1

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

Enclosed
 Authorized to be charged to Deposit Account No. 50-1351 (Order No. XACTP014)

8. 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.

Date: 11/16/04



Kevin J. Zilka
Registration No. 41,429

CH \$40.00 501351 09442876

ASSIGNMENT OF PATENT APPLICATION

(Not Accompanying Application)

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:

NETWORK ACCOUNTING AND BILLING SYSTEM AND METHOD

for which I (we) have executed an application for a United States Letters Patent which was filed in the U.S. Patent and Trademark Office on November 18, 1999, and which bears the Application No. 09/442,876.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventor(s) hereby:

- 1) Sell(s), assign(s) and transfer(s) to **XACCT Technologies, Ltd**, having a place of business at 12 Hachilazon Street, Ramat Gan 52522, Israel, (hereinafter referred to as ("ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I/we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

1)

Signature:

Typed Name:


Tal Givoly

Date:

Nov 5, 2004