

ASSIGNMENT

WHEREAS, WE, **Scott Alan NOONAN**, residing at **409 Harvest Court, Lynchburg, VA 24502**; **Raymond Matthew GOMBOS**, residing at **413 Harvest Court, Lynchburg, VA 24502**; **Diane Marie RUSSELL**, residing at **2211 Cambridge Pl, Lynchburg, VA 24503**; **Mary Kathryn BRYANT**, residing at **7040 Coffee Rd., Forest, VA 24551**; **Michael David METZGER**, residing at **4611 Fieldale Rd., Lynchburg, VA 24503**, and **Timothy Patrick Jon PERRY**, residing at **527 Lady Slipper Lane, Lynchburg, VA 24501**, have invented certain new and useful improvements in and to the subject matter of:

METHOD FOR RISK BASED TESTING

described in an application for United States Letters Patent filed on March 31, 2004, and accorded Application No. 10/812,955;

AND, WHEREAS, **GENWORTH FINANCIAL, INC**, a corporation organized under the laws of the State of Delaware, having a place of business located at **6620 West Broad Street, Richmond, Virginia 23230** (hereinafter "ASSIGNEE"), is desirous of acquiring certain rights to the improvements and under the application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, we do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said improvements, said United States application, any other United States applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States application or in whole or in part on said improvements, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States applications or in whole or in part on said improvements, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof;

AND WE hereby authorize and request our agents, **Hunton & Williams LLP**, whose address is **1900 K Street, Suite 1200, Washington, DC 20006-1109**, to insert hereon any identification necessary or desirable for recordation of this document, including the filing date and application number of said application when known.

AND WE hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

AND WE hereby covenant for ourselves and our legal representatives, and agree with said ASSIGNEE, its successors and assigns, that we have granted no right or license to make, use, sell or offer to sell said improvements, to anyone except said ASSIGNEE, that prior to the execution of this deed, our right, title and interest in said improvements had not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith;

AND WE do hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

HUNTON & WILLIAMS LLP
INTELLECTUAL PROPERTY DEPARTMENT
1900 K STREET, N.W.
SUITE 1200
WASHINGTON, DC 20006-1109
(202) 955-1500 (TELEPHONE)
(202) 778-2201 (FACSIMILE)

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Scott Alan Noonan

5.17.04

Date

Scott Alan NOONAN

CITY

County of Lynchburg)

) ss:

State of Virginia)

On this 17th day of May, 2004, before me a Notary Public in and for the County and State aforesaid, personally appeared Scott Alan NOONAN, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Laura J. Woodrige
Notary Public

(SEAL)

My Commission Expires 12/31/06

HUNTON & WILLIAMS LLP
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(202) 955-1500 (TELEPHONE)
(202) 778-2201 (FACSIMILE)

5-17-2004

Date

Raymond Matthew Gombos
Raymond Matthew GOMBOS

^{City}
County of Lynchburg)
State of Virginia)

ss:

On this 17th day of May, 2004, before me a Notary Public in and for the County and State aforesaid, personally appeared Raymond Matthew GOMBOS, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Laura J. Urmudge
Notary Public

(SEAL)

My Commission Expires 12/31/06

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5-17-2004

Date

Diane Marie Russell
Diane Marie RUSSELL

~~CITY~~
County of *Lynchburg*)

State of *Virginia*)

ss:

On this 17th day of May, 2004, before me a Notary Public in and for the County and State aforesaid, personally appeared Diane Marie RUSSELL, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Laura J. Woodruff
Notary Public

(SEAL)

My Commission Expires 12/31/06

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(202) 778-2201 (FACSIMILE)

5-17-2004

Date

Mary Kathryn Bryant
Mary Kathryn BRYANT

^{City}
County of Lynchburg)

State of Virginia)

SS:

On this 17th day of May, 2004, before me a Notary Public in and for the County and State aforesaid, personally appeared Mary Kathryn BRYANT, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Laura J. Woodrige
Notary Public

(SEAL)

My Commission Expires 12/31/06

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(202) 778-2201 (FACSIMILE)

17 MAY 04

Date

Michael David Metzger
Michael David METZGER

~~CITY~~
County of Lynchburg)

) ss:

State of Virginia)

On this 17th day of May, 2004, before me a Notary Public in and for the County and State aforesaid, personally appeared Michael David METZGER, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Laura J. Uredunge
Notary Public

(SEAL)

My Commission Expires 12/31/06

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5/17/2004

Timothy Patrick Jon PERRY
Timothy Patrick Jon PERRY

Date

~~CITY~~

County of Lynchburg)

) ss:

State of Virginia)

On this 17th day of May, 2004, before me a Notary Public in and for the County and State aforesaid, personally appeared Timothy Patrick Jon PERRY, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Laura J Woodruff
Notary Public

(SEAL)

My Commission Expires 12/31/06

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