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U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying parties:
James Shaw

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

2. Name and address of receiving party:
Name: Intuit Inc.
Internal Address:

Street Address: 2535 Garcia Avenue

City: Mountain View
State: CA Zip: 94043

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: December 30, 2004

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): 10/988,178

B. Patent No.(s): _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Rimma Budnitskaya
Internal Address: Fenwick & West LLP
Street Address: Silicon Valley Center
801 California Street
City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: [1]


7. Total fee (37 CFR 3.41): \$ 40.00
 Check Enclosed
 Fee Transmittal Enclosed
 Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.: 19-2555

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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.

Rimma Budnitskaya, Reg. No. 48,237
Name of Person Signing


Signature

1/4/05
Date

Total number of pages including cover sheet, attachments, documents: [3]

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Case Docket No.: 16319-08840

CH \$40.00 192666 10988178

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **Intuit Inc., a Delaware corporation, having a place of business at 2535 Garcia Avenue, Mountain View, California 94043**, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **MAINTAINING DATA SYNCHRONIZATION IN A FILE-SHARING ENVIRONMENT** ("APPLICATION"), which:

is to be filed herewith

was filed on **November 12, 2004**, now bearing U.S. serial number **10/988,178** and for which a Declaration was executed by INVENTOR on the date(s) below; and

2. The entire worldwide right, title, and interest in and to:
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION;
(c) all divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world;
(d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration while INVENTOR is under contract or employment with ASSIGNEE, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder. INVENTOR further agrees that the obligations under this paragraph will apply even after INVENTOR has ceased to be under contract or employment with ASSIGNEE, provided ASSIGNEE will reimburse INVENTOR at a reasonable rate for time or expenses actually spent by INVENTOR on ASSIGNEE's behalf.

Title: MAINTAINING DATA SYNCHRONIZATION IN A FILE-SHARING ENVIRONMENT
 Filed: November 12, 2004
 Application No.: 10/988,178

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
<u><i>James Shaw</i></u>	<u>12/30/2004</u>	<u>12/30/2004</u>
James Shaw		

State of _____
 County of _____

On _____ before me, _____ personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.