

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark office

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

Customer No. 23910

To the Honorable commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):
Fabio Riccardi; Paul J. Lucas; Daniela D. Florescu;
Donald Alan Kossmann; Till Carsten Westmann;
Christopher James Hillery

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

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

Name: BEA Systems, Inc.Address: 2315 North First StreetSan Jose, CA 95131Additional name(s) & address(es) attached? ___ Yes X No

3. Nature of conveyance:

X Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ Other
X Execution Date: 01/26/05; 08/26/04; 01/26/05; 08/20/04;
08/24/04; 08/26/04

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

A. Patent Application No.: 10/999,746

B. Confirmation No.: 2216

Title: Systems and Methods for Implementing an XML Query Language

Filed Date: November 30, 2004

C. Patent No(s):

Additional numbers attached? ___ Yes X No

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

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

Name: Sheldon R. MeyerAddress: Fliesler Meyer LLPFour Embarcadero Center, Fourth FloorSan Francisco, CA 94111Telephone : (415) 362-38006. Total Number of applications and patents involved: 1 X \$40.00 each.

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

8. Fee Authorization. Authorization is given to charge fees and any additional fees or credit overpayment to Deposit Account No. 06-1325.

Copy. (No duplicate copy of this authorization is enclosed)

9. Statement of 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.*Karl F. Kenna

Attorney (Reg: 45,445)

Signature

Date

10. Total number of pages to be recorded: 8 (1 page cover sheet and 7 page(s) document).

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) Fabio Riccardi
a resident of Palo Alto, California; and
- (2) Paul J. Lucas
a resident of Mountain View, California; and
- (3) Daniela D. Florescu
a resident of Palo Alto, California; and
- (4) Donald Alan Kossmann
a resident of Zurich, Switzerland; and
- (5) Till Carsten Westmann
a resident of Muenchen, Germany; and
- (6) Christopher James Hillery
a resident of Vacaville, California.

have invented certain new and useful improvements in:

**SYSTEMS AND METHODS FOR IMPLEMENTING
AN XML QUERY LANGUAGE**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention being described and claimed in the patent application filed herewith and identified by the above title, which claims priority to Utility Application No. 10/787,714, filed February 26, 2004, and which also claims priority to Provisional Application No. 60/450,381, filed February 27, 2003.

WHEREAS BEA Systems, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 2315 North First Street, San Jose, California 95131, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

1-26-06

Date

(1) 
(Fabio Riccardi)

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

Date

8/26/04

Date

Date

Date

Date

8/26/04

Date


(1) _____
(Fabio Riccardi)

(2) 
(Paul J. Lucas)

(3) _____
(Daniela D. Florescu)

(4) _____
(Donald Kossmann)

(5) _____
(Till Carsten Westmann)

(6) 
(Christopher James Hillery)

1/26/05
Date

(3) 
(Daniela D. Florescu)

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

- Date

(1)
(Fabio Riccardi)
- Date

(2)
(Paul J. Lucas)
- Date

(3)
(Daniela D. Florescu)
- August 20, 2004
Date

(4)
(Donald Alan Kossmann)
- Date

(5)
(Till Carsten Westmann)
- Date

(6)
(Christopher James Hillery)

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

Date (1) (Fabio Riccardi)

Date (2) (Paul J. Lucas)

Date (3) (Daniela D. Florescu)

Date (4) (Donald Kossmann)

Date Aug. 24th 2004 (5) (Till Carsten Westmann)

Date (6) (Christopher James Hillery)
