

09-24-2004



102843958

To the Honorable Commissioner of Patents:

Please record the attached original documents or copy thereto:

1. Name of Conveying Party(ies):
(a) Ravi Murthy; (b) Sivasankaran Chandrasekaran
(c) Ashish Thusoo; (d) Nipun Agarwal; (e) Eric Sedlar

Additional name(s) of conveying party(ies) attached? Yes

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

Execution Date: (a) August 5, 2004; (b) & (c) August 6, 2004; (d) August 9, 2004; (e) August 5, 2004

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

Name: Oracle International Corporation

Internal Address:

Street Address: 500 Oracle Parkway

City: Redwood Shores State/Country CA ZIP: 94065

Additional name(s) & address(es) attached? Yes

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

If the document is being filed together with a new application, the execution date of the application is: (a) August 5, 2004; (b) & (c) August 6, 2004; (d) August 9, 2004; (e) August 5, 2004

A. Patent Application No(s):
09/22/2004 DTESSEM1 00000015 10944177

02 FC:8021

40.00 DP

B. Patent No(s).

Additional numbers attached? Yes

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

Name: HICKMAN PALERMO TRUONG & BECKER LLP

Internal Address:

Street Address: 1600 Willow Street

City: San Jose State: CA Zip: 95125

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

8. Deposit account number:
50-1302

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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.

Brian D. Hickman, Reg. 35,894

September 6, 2004

Name and Registration No. of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

CMB No. 0851-0011 (exp. 4/94)

17548 U.S. PTO
10/944177
091604

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

Ravi Murthy of Fremont, California; Sivasankaran Chandrasekaran of Palo Alto, California; Ashish Thusoo of Foster City, California; Nipun Agarwal of Santa Clara, California; Eric Sedlar of San Francisco, California; all of USA;

(hereinafter referred to as ASSIGNORS), have made a discovery or invention entitled:

INDEX MAINTENANCE FOR OPERATIONS INVOLVING INDEXED XML DATA

- for which application for Letters Patent of the United States has been executed on even date herewith,
- for which application for Letters Patent of the United States has been filed on _____, under Application No. _____, and

WHEREAS:

Oracle International Corporation, a corporation of California, having a business address of 500 Oracle Parkway, Mail Stop 50P7, Redwood Shores, CA 94065

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute, reissue and/or any application claiming priority thereof, including any legal equivalent thereof, in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and benefit of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

OID 2004-056-01

2/1/02

I, SAID, ASSIGNOR(S), hereby covenant with ASSIGNEE, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned and that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

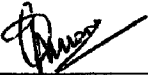
AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, I will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Inventors: Please Sign and Date Below:

(1) Ravi Murthy Date: 08-05-04
Ravi Murthy

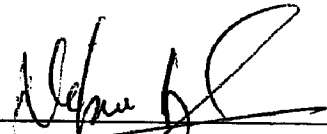
(2) *S. Chandrasekaran*
Sivasankaran Chandrasekaran

Date: 8/6/2004

(3) 

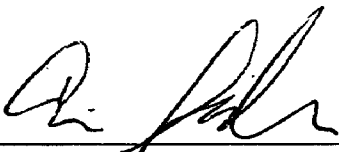
Ashish Thusoo

Date: 8/6/2004

(4) 
Nipun Agarwal

Date: Aug 9, 04

(5)


Eric Sedlar

Date: 8/5/04