

FORM PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET**
PATENTS ONLY

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
ClientSoft, Inc.Execution Date(s) December 13, 2004Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

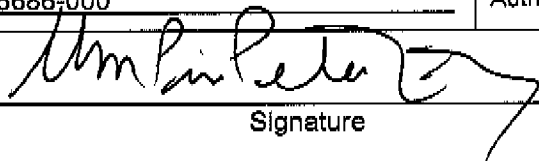
- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
 Other _____

2. Name and address of receiving party(ies):Name: NEON Systems, Inc.Internal Address: Suite 500Street Address: 14100 Southwest FreewayCity: SugarlandState: TexasCountry USA Zip 77478Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application number(s) or patent number(s):** ☐ This document is being filed together with a new application.A. Patent Application No.(s) 10/923,969

B. Patent No.(s): _____

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Eric NatinskyInternal Address: Wilson Sonsini Goodrich & RosatiStreet Address: 650 Page Mill RoadCity: Palo AltoState: CA Zip: 94304-1050Phone Number: (650) 493-9300Fax Number: (650) 493-6811Email Address: ENatinsky@wsgr.comAtty Docket No.: 26686-000**6. Total number of applications and patents involved:** 1**7. Total fee (37 CFR 1.21(h) & 3.41)** \$40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____B. Deposit account number: 23-2415Authorized User Name Wilson Sonsini Goodrich & Rosati**9. Signature.**
Signature3/4/05
Date

U. P. Peter Eng, Reg. No. 39,666

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 232416 10923969

PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made as of December 13, 2004 by **ClientSoft Inc.**, a Delaware corporation, having its registered office at 8323 Northwest 12 Street, Suite 216, Miami, Florida 33126 ("Assignor"), to **NEON Systems, Inc.**, a Delaware corporation having a place of business at 14100 Southwest Freeway, Suite 500, Sugar Land, TX 77478, United States of America ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement by and between Assignor, Assignee and U.S. Bank National Association, as escrow agent dated as of December 13, 2004 (the "Purchase Agreement").

B. Assignor owns the patent(s) issued by the United States Patent and Trademark Office and certain foreign patent and trademark offices, as well as patent applications filed with the United States Patent and Trademark Office and certain foreign patent and trademark offices, as set forth on Schedule A hereto (the "Patents").

C. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Patents.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

1. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patents (and regarding Patents that are patent applications, any patents that may issue therefrom), including any foreign counterparts, patents or patent applications to which the Patents claim priority, divisionals, continuations in whole or in part, reexaminations, reissues or extensions thereof, and the right to claim priority to any of the preceding, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted (provided, however, that the foregoing does not require Assignor to pay to Assignee any revenues or damages previously recovered or to be recovered pursuant to contracts previously concluded by Assignor, nor does it amend any other written agreements between Assignor and Assignee with respect thereto), for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

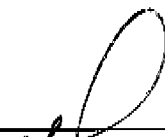
4. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delaware and the United States America without regard to conflicts of laws provisions thereof.

5. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

Assignor

CLIENTSOFT INC.

By: 
William W. Wilson, III
President, Chief Executive Officer and Assistant
Secretary

Acknowledgment by Notary Public

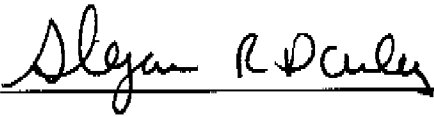
Country of United States of America

State of Florida

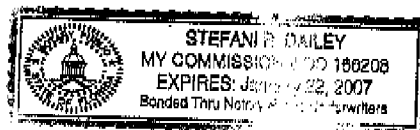
County of Dade

On this 13th day of December, 2004 before me, the undersigned Notary Public, personally appeared William W. Wilson, III, 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 or she executed the same.

Seal:

Signature: 

Name: Stefani R. Dailey, Notary Public



Schedule A

<u>Patent #</u>	<u>Application #</u>	<u>Title</u>	<u>Filing Date/Issue Date</u>
	10/923,969	A System and Method for Migrating Applications from a Legacy System	8/23/04

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