

10-20-2004

10/8/04



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HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Customer No. 23910

To the Honorable Commissioner of Patents and Trademarks: *Transmitted* attached original documents or copy thereof.

1. Name of conveying parties:

Paul Patrick
Kenneth D. Yagen
Mingde Xu
Mark A. Falco
Richard J. Riendeau

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party:

Name: BEA Systems, Inc.
Address: 2315 North First Street
San Jose, California 95131

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

3. Nature of conveyance: Assignment

Execution Dates:

Paul Patrick - October 4, 2004
Kenneth D. Yagen - October 5, 2004
Mingde Xu - October 5, 2004
Mark A. Falco - October 4, 2004
Richard J. Riendeau - October 4, 2004

4. Application number: This document is being filed together with a new application.

Patent Application No.: Not yet assigned
Title: SECURITY CONTROL MODULE
Filed Date: Herewith

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

Name: Sheldon R. Meyer
Address: Fliesler Meyer LLP
Four Embarcadero Center, Fourth Floor
San Francisco, CA 94111
Telephone: (415) 362-3800

6. Total Number of applications and patents involved: 1 X \$40.00 each

7. Total fee (37 CFR 3.41).....\$ 40.00
A check for \$40 is enclosed.

8. Fee Authorization. Authorization is given to charge \$40 and any additional fees or credit any overpayment to Deposit Account No. 06-1325.
Copy. (A duplicate copy of this authorization is **not** attached.)

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.

Daniel J. Burns
Attorney (Reg. No.: 50,222)

DJB
Signature

10/8/2004
Date

10. Total number of pages to be recorded: 6 (1 page cover sheet and 5 page document).

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JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) Paul Patrick, residing at 9 Cobblestone Lane, Manchester, NH 03109;
- (2) David Byrne, residing at 6 Kimball Court, Woburn, MA 01801;
- (3) Kenneth D. Yagen, residing at 1769 Broadway Street, #4, San Francisco, CA 94109;
- (4) Mingde Xu, residing at 3681 Irlanda Way, San Jose, CA 95124;
- (5) Jason Howes, residing at 1770 Massachusetts Avenue #179, Cambridge, MA 02140-2808;
- (6) Mark A. Falco, residing at 257 Marrett Road, Lexington, MA 02421; and
- (7) Richard J. Riendeau, residing at 1631 Arboretum Way, Burlington, MA 01803,

have invented certain new and useful improvements in:

SECURITY CONTROL MODULE

for which we have executed a declaration for an application for a United States patent on or about the date of this Assignment and for which said invention claims priority to U.S. Provisional Patent Application No. 60/508,427 entitled SYSTEMS AND METHODS FOR ENTERPRISE APPLICATION SECURITY, filed October 10, 2003 (Attorney Docket No. BEAS-1253US0),

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

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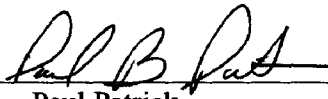
applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted 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.

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

10/4/2004
Date

(1) 
Paul Patrick

Date

(2) _____
David Byrne

Date

(3) _____
Kenneth D. Yagen

Date

(4) _____
Mingde Xu

Date

(5) _____
Jason Howes

Date

(6) _____
Mark A. Falco

Date


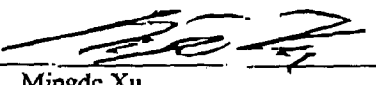
(7) _____
Richard J. Riendeau

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.

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_____	(1) _____
Date	Paul Patrick
_____	(2) _____
Date	David Byrne
10/5/2004	(3) 
Date	Kenneth D. Yagen
10/5/2004	(4) 
Date	Mingde Xu
_____	(5) _____
Date	Jason Howes
_____	(6) _____
Date	Mark A. Falco
_____	(7) _____
Date	Richard J. Riendeau

Attorney Docket No.: BEAS-1501US0 SRM/DJB
dburns/BEAS1501-US0.Assignment

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Date (4) _____
Mingde Xu

Date (5) _____
Jason Howes

10/4/04

Date (6) _____
Mark A. Falco

Date (7) _____
Richard J. Riendeau

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Mark A. Falco

10/4/2004
Date (7) Richard J. Riendeau
Richard J. Riendeau

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