



102869680

To the Honorable Commissioner of Patents and Trade

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Nicholas Paul Joyce

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

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- (X) Assignment () Merger
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Execution Date: **03/30/04**

2. Name and address of receiving party(ies)

Name: **PTS CORPORATION**

Internal Address: _____

Street Address: **101 Innovation Drive**

City: **San Jose** State: **CA** ZIP: **95134**

Additional name(s) & address(es) attached: () Yes (X) No

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)

10/491,944

B. Patent No.(s)

Additional numbers attached? () Yes (X) No

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

Name: **Patrick G. Burns**
Greer, Burns & Crain, Ltd.
 Internal Address: **300 South Wacker Drive**
Suite 2500
Chicago, Illinois 60606

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6. Total number of applications and patents involved: **1**

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Patrick G. Burns

Name of Person Signing

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September 15, 2004

Date

3

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

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Chicago, Illinois 60606

UTILITY PATENT

ASSIGNMENT

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, the following inventor or inventors (hereinafter called "ASSIGNOR")

Name: Nicholas Paul Joyce
Address: 3 Knollmead
Calcot
Reading RG31 7DR
UNITED KINGDOM

hereby confirms and acknowledges that:

Name: PTS Corporation
Address: 101 Innovation Drive
San Jose, California 95134

(hereinafter called "ASSIGNEE"), the entire worldwide right, title and interest in and to the invention known as:

EARLY RESOLVING INSTRUCTIONS

for which a U.S. Patent Application was executed on even date herewith or, if not so executed, was:

- (a) executed on _____; or
- (b) filed on 04/07/2004,
Serial No. 10/491,944;

and ASSIGNOR hereby assigns, transfers and sets over to said ASSIGNEE absolutely such rights as ASSIGNOR may have in and to said invention and said U.S. Patent Application and all rights and privileges under any Letters Patent which may be granted thereon, including all rights, if any, to sue for past infringement.

(1) The ASSIGNOR agrees without charge to said ASSIGNEE but at its expense (a) to execute (i) all necessary papers to be used in connection with this application and any additional, continuing, or divisional applications, as the ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference or other legal or quasi-legal proceedings relating to this application or any additional, continuing, or divisional application thereof; (b) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (c) to perform all other affirmative acts which may be necessary or desirable to

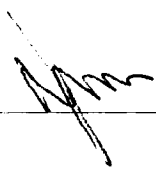
obtain a grant of a valid patent for said invention.

(2) ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any and all Letters Patent that may be granted upon any patent application or any additional, continuing or divisional applications thereof to the ASSIGNEE, its successors and assigns.

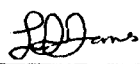
(3) ASSIGNOR hereby irrevocably appoints ASSIGNEE and its successors-in-title and each of them to be his attorney to execute or sign any document or to do any other thing which ASSIGNEE may consider necessary or desirable for the purpose of giving effect to this instrument or completing and perfecting the grant of said Letters Patent (including in particular those matters which ASSIGNEE may require ASSIGNOR to attend to pursuant to clause (1) above) and ASSIGNOR hereby ratifies and confirms and agrees to ratify and confirm whatever ASSIGNEE shall lawfully do pursuant to its powers under this clause.

(4) ASSIGNOR hereby grants to the law firm of GREER, BURNS & CRAIN, LTD. of Chicago, Illinois, authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or a Patent Office of any foreign country.

Date 30/3/04

Signature of inventor 

In the Presence of

Signature of witness 

Witness name: J. A. DARNES
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