

FORM PTO-1595

RECORDATION FORM COVER SHEET

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1-31-92

PATENTS ONLY

200302271-1  
Attorney Docket No. 200302271-2

<p>1. Name of conveying party(ies): Compaq Computer Corporation</p>	<p>2. Name and address of receiving party(ies): Compaq Information Technologies Group, L.P. 20555 SH 249 Houston, TX 77070</p>
<p>Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

3. Nature of Conveyance:

Assignment                       Merger                       Change of Name

Security Agreement                       Other

Execution Date(s): May 31, 2001

4. Application number(s) or patent number(s): 09/955720 and 10/689446

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

A. Patent Application No.(s)                      B. Patent No.(s)

Application No.:                      Date Filed:

Confirmation No.:                      Additional numbers attached? NO

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Records Manager Intellectual Property Administration HEWLETT-PACKARD COMPANY P.O. Box 272400 Fort Collins, Colorado 80527-2400</p>	<p>6. Total number of applications and patents involved: <u>2</u></p> <p>7. Total Fee (37 CFR 3.41): . . . . \$40.00</p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorization to be charged to deposit account.</p> <p>8. Deposit Account Number: <u>08-2025</u></p>
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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.*

Valerie Bakes                      Valerie Bakes                      Mar 21, 2005

Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 7

OMB No. 0651-0011 (exp. 4/94)

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Mail document to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services  
Director of the US Patent and Trademark Office  
PO Box 1450  
Alexandria, VA 22313-1450

**PATENT**

GH \$80.00 082026 09966720

## ASSIGNMENT

**THIS ASSIGNMENT AGREEMENT**, is effective as of May 31, 2001, at 6:00 PM Eastern Daylight Savings Time, and is made by and between **COMPAQ COMPUTER CORPORATION**, a Delaware corporation having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignor"), and **COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.**, a Texas limited partnership having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignee").

### WITNESSETH:

**WHEREAS**, Assignor has developed and is the owner of certain intellectual property, including patents and patent applications, copyrights, and other proprietary information ("Intellectual Property"), which it desires to assign to Assignee; and

**WHEREAS**, Assignor is the owner, by virtue of mergers, of Intellectual Property acquired from various third parties, including Digital Equipment Corporation, Tandem Computer Corporation, and others, but not including Microcom, Microcom International or Microcom Systems, Inc.; and

**WHEREAS**, Assignor is the assignee of existing and future developed Intellectual Property pursuant to agreements, including an Agreement to Share Costs and Risks of Intangible Property Development, and a License Agreement, both effective July 1, 2000 (collectively referred to as the "CCC/CCIG Agreements"), with Compaq Computer International GmbH, organized under the laws of Switzerland, with principal offices at Oberfeldstrasse 14, 8302 Kloten, Canton of Zurich ("CCIG"); and

**WHEREAS**, Assignee desires to acquire the existing Intellectual Property owned by Assignor in exchange for a partnership interest in Assignee; and

**WHEREAS**, Assignor desires to convey to and assign to Assignee the Intellectual Property it currently owns in exchange for a partnership interest in Assignee; and

**WHEREAS**, Assignee desires to contract with Assignor for services associated with development of strategic marketing plans and materials, product and process research and development, testing of products, and assistance in e-business solutions, and other general and administrative services related to research and development ("Services") in exchange for an ownership interest in any future Intellectual Property developed as a result of such Services; and

**WHEREAS**, Assignor desires to provide Services on a contract basis, and is willing to transfer ownership of any future Intellectual Property that is developed in the course of conducting such contract Services.

**NOW, THEREFORE**, in a tax free transaction pursuant to Section 721 of the Internal Revenue Code Section of 1986, as amended, in exchange for a partnership interest in Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, assigns, conveys and transfers to Assignee, and its successors in interest, the entire rights, title and interest in and to Assignor's existing Intellectual Property, including: (1) all existing U.S. and foreign patents owned by Assignor, (2) all existing U.S. and foreign patent applications, both pending and ready to be filed with one or more patent offices; (3) any and all extensions, divisionals, substitutions, continuations, continuations-in-part, reissues and reexaminations of such patents and patent applications; (4) all copyrights and copyrightable works, whether registered or not; (5) all trade secrets, know-how, and other proprietary information related to the design, development, manufacture, marketing, use, and sale of information handling systems, including, but not limited to, digital computer systems, personal device assistants, microprocessors, operating system software, application software, networking systems and solutions, storage devices,

telecommunications systems and solutions, and related products, components, peripheral devices, and services that are produced, manufactured, distributed and sold by Assignor to third parties, except for application software used exclusively by Assignor in its business and that is not commercially distributed to Assignor's customers; and (6) all common law rights in adopted trademarks and service marks and domain names, and their associated goodwill, and further, when requested by Assignee, Assignor agrees to cooperate in the generation, execution and filing of any supporting documentation necessary to identify and record title in the transferred Intellectual Property;

**AND**, for the same consideration, Assignor, assigns, and transfers to Assignee all Intellectual Property and other related rights and obligations acquired by Assignor from Compaq Computer International GmbH pursuant to CCC/CCIG Agreements effective July 1, 2000;

**AND**, for the same consideration, Assignor, assigns, transfers and conveys to Assignee and its successors in interest, all claims, demands, and causes of action, both at law and in equity, that Assignor may have or subsequently acquire, arising from infringement or misappropriation of Assignor's existing Intellectual Property prior to the date of this Agreement, and further Assignor transfers and assigns to Assignee and its successors in interest the right to sue and collect for all past and future acts of infringement and misappropriation, without recompense to Assignor;

**AND**, Assignor warrants that it has good and valid title to the Intellectual Property transferred herein, and shall, upon request by Assignee, execute all papers, make all oaths, testify on behalf of Assignee, provide such other material, information, and assistance as Assignee may request, and perform all other lawful acts necessary to effect the transfer of the rights enumerated in this Agreement, at Assignee's expense;

**AND, Assignee, in consideration of the foregoing assignments and transfers, hereby transfers to Assignor a partnership interest in Assignee, and its successors and assigns, granting Assignor a percentage interest in Assignee, which may be assigned or transferred by Assignor without any restriction as it deems fit subject to the Limited Partnership Agreement of Compaq Information Technologies, L.P.;**

**AND, Assignee hereby warrants that it has rightful authority to transfer such partnership interest to Assignor, and Assignee has obtained prior written consent of all Partners of Assignee who have agreed to such transfer to Assignor;**

**AND, Assignee hereby agrees to compensate Assignor for Services pursuant to the terms of a Contract R&D Agreement dated May 31, 2001;**

**AND, Assignor, in consideration of the payment for Services, agrees to assign, transfer and convey all right, title and interest to any future Intellectual property developed in the course of performing the Services.**

**This Assignment Agreement will be executed in multiple copies, each of which shall for all purposes constitute an agreement, binding on the parties, and each party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.**

**This Assignment Agreement shall be governed by and construed in accordance with the law of the State of Texas, United States of America, without regard to the conflict of laws principles thereof. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the Texas State and federal courts, and the parties consent to the personal and exclusive jurisdiction and venue of these courts. This Assignment Agreement constitutes the entire understanding of the parties as to the subject matter hereof and supercedes and replaces all prior contemporaneous agreements, written or oral, regarding such subject matter. There are no**

promises, covenants, or undertakings other than those set forth herein.

IN WITNESS THEREOF, the undersigned, being duly authorized and acting on behalf of the parties, does hereby execute this Agreement effective as of May 31, 2001.

COMPAQ COMPUTER CORPORATION

By: *Ben K. Wells*

Ben K. Wells  
Vice President and Treasurer

STATE OF TEXAS §  
COUNTY OF HARRIS §

Before me, the undersigned notary public, on this day personally appeared BEN K. WELLS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of COMPAQ COMPUTER CORPORATION, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this 20<sup>th</sup> day of JUNE, 2001.



*Shannon Y. Cathey*

**COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.**

By: *Linda S. Auwers*

Linda S. Auwers  
Vice President and Secretary  
CPQ HOLDINGS, INC., General Partner

State of Texas §

County of Harris §

Before me, the undersigned notary public, on this day personally appeared *LINDA S. AUWERS*, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of **COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.**, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this *20<sup>th</sup>* day of *JUNE*, 2001.



*[Handwritten signature of Sharon Y. Cathey]*