U.S.	DEPARTMENT	OF	COMM	IERC
	Patent and	Tra	dem <b>ark</b>	Office

FORM PTO-1595 1-31-92	- in the state of				
To the Honorable Commissioner of Patents	s and Trademarks. Please record the	attached original documents or copy thereof.			
Name of conveying party(ies) and execution	ution date(s):	2. Name and address of receiving party(ies):			
Roger F. Dickey November 2, 2004 Petr Pomkla October 29, 2004 Andrew P. Dove October 29, 2004		Name: National Instruments Corporation Street Address 11500 N. MoPac Expwy, Bldg. B			
Additional name(s) of conveying party(ies)		City Austin State TX ZIP 78759  Additional name(s) & address(es) attached? Yes No			
3. Nature of Conveyance:					
Assignment Merger Security Agreement Change of Name Other					
Application number(s) or patent number(s):      If this document is being filed together with a new application, the execution date of this application is: November 5, 2004					
A. Patent Application No.(s)	B.	Patent No.(s)			
	Additional numbers	attached? Yes No			
5. Name and address of party to whom corr concerning document should be mailed:	respondence	6. Total number of applications & patents involved: 1			
Name: Jeffrey C. Hood					
Internal Address: Meyertons, Hood, Kivl	in, Kowert & Goetzel, P.C.				
Street Address: P.O. Box 398					
City Austin State TX	ZIP <u>78767-0398</u>	7. Total fee (37 CFR 3.41):\$40.00    Fee authorization form enclosed   Authorized to be charged to deposit account			
		8. Deposit account number: 501505/5150-91501/JCH (Attach a duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and Signature.					
To the best of my knowledge and belie document.	ef, the foregoing information is true o	and correct and any attached copy is a true copy of the original			
Jeffrey C. Hood  Name of Person Signing Reg. No. 35,198	Signature	November 5, 2004 Date			
Neg. 110. 33,190		Total number of pages comprising cover sheet: _1			
OMB No. 0651-011 (exp.4/94)					

11/10/2004 GTON11 00000206 501505 10981816 01 FC:8021 40.00 DA

PTO/SB/35 (11-00) Approved for use through 10/31/2002. OMB 0651-0031

## **ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby:

SELL, ASSIGN AND TRANSFER to NATIONAL INSTRUMENTS CORPORATION, (the "Assignee"), a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having its principal place of business at 11500 N. MoPac Expwy., Austin, TX 78759-3504, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith, and is entitled Static Memory Allocation In A Graphical Programming System, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and for vesting title to such improvements in the Assignee;

COVENANT AND AGREE that the above is and will be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assigns.

(Signature) Name: Roger F. Dickey	Date:
Witness (Signature):	Date:
Witness (Printed Name):	
(Signature) Name: Petr Pomkla	Date:
Witness (Signature):	Date: 10129104
Witness (Printed Name): UAS ANTIL RAI AMAN	z
(Signature) Andrew P. Dove	Date: 10/29/2004
Witness (Signature):	Date: 10/29/2004
Witness (Printed Name): UASANTH RATAME	IN.

Jeffrey C. Hood Meyertons, Hood, Kivlin, Kowert & Goetzel PC P.O. Box 398 Austin, TX 78767-0398

## **ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby:

SELL, ASSIGN AND TRANSFER to NATIONAL INSTRUMENTS CORPORATION, (the "Assignee"), a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having its principal place of business at 11500 N. MoPac Expwy., Austin, TX 78759-3504, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith, and is entitled Static Memory Allocation In A Graphical Programming System, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

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COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and for vesting title to such improvements in the Assignee;

COVENANT AND AGREE that the above is and will be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assigns.

I hereby revoke any previous Powers of Attorney and appoint Jeffrey C. Hood, Reg. No. 35,198; B. Noël Kivlin, Reg. No. 33,929; Robert C. Kowert Reg. No. 39,255; Eric B. Meyertons, Reg. No. 34,876; Mark S. Williams, Reg. No. 50,658; and Mark K. Brightwell, Reg. No. 47,446; Russell E. Henrichs, Reg. No. 50,354; and Mario J. Lewin, Reg. No. 54,268; with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Letters Patent.

Please direct all communications to:

**RECORDED: 11/05/2004** 

Jeffrey C. Hood Meyertons Hood Kivlin Kowert & Goetzel PC P.O. Box 398 Austin, Texas 78767-0398 Phone: (512) 853-8800

I hereby declare that all statements made herein of my own knowledge are true and that all statements made herein on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

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PATENT REEL: 015965 FRAME: 0578