

06-29-2005



Attorney Docket No. 200404992-1

1. Name of conveying party(ies): 103030421 Address of receiving party(ies):

Jerome Rolia  
Keith I. Farkas  
Martin F. Arlitt  
Sven Graupner

**HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P.**  
20555 SH 249  
Houston, TX 77070

6-27-05

112963 U.S.PTO  
11/158756  
062205

Additional name(s) of conveying party(ies) attached \_\_\_ Yes  No Additional name(s) & address(es) attached? \_\_\_ Yes  No

3. Nature of Conveyance:

Assignment                      \_\_\_ Merger                      \_\_\_ Change of Name

\_\_\_ Security Agreement                      \_\_\_ Other

Execution Date(s): June 22, 2005

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, execution date of the application is: 06/22/2005

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

Application No.:                      Date Filed:

Confirmation No.:                      Additional numbers attached? NO

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

**Records Manager**  
**Intellectual Property Administration**  
**HEWLETT-PACKARD COMPANY**  
**P.O. Box 272400**  
**Fort Collins, Colorado 80527-2400**

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41): . . . . \$40.00

\_\_\_ Enclosed

Authorization to be charged to deposit account.

8. Deposit Account Number: 08-2025

**DO NOT USE THIS SPACE**

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.*

Jody C. Bishop                      [Signature]                      June 22, 2005

Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 8

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

06/28/2005 DBYRNE    00000096 082025    11158756

01 FC:8021    40.00 DA

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 Fort Collins, Colorado 80527-2400

**PATENT APPLICATION**

**ATTORNEY DOCKET NO. 200404992-1**

**ASSIGNMENT OF PATENT APPLICATION**

I/We, the undersigned (each) have agreed and hereby agree to assign to HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P., a Texas Limited Partnership having its principal place of business in Houston, Texas, (hereinafter HPDC), in furtherance of my/our obligations to the Hewlett-Packard Company and its subsidiaries and affiliates, and do hereby assign and transfer to HPDC, its successors and assigns, the entire right, title and interest, including the right of priority, in, to and under an application for Letters Patent of the United States entitled:

**A MODEL-DRIVEN MONITORING ARCHITECTURE**

Filing date: \_\_\_\_\_ Application No.: \_\_\_\_\_

and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part (C-I-P's), divisionals, and renewals of and substitutes for said application for said Letters Patent, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; and any reissues, or reexaminations, or extensions of said Letters Patent.

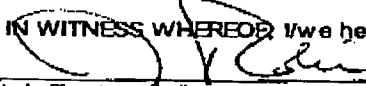
I/we additionally authorize HPDC to file applications in my/our name for Letters Patent in any country, to be held and enjoyed by HPDC, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, and transfer not been made;

AND I/we hereby covenant that I/we have full right to convey the entire interest herein assigned, and that I/we have not executed and will not execute any agreement in conflict herewith, and I/we further covenant and agree that I/we will, each time a request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said invention(s) or improvement(s), said application and said Letters Patent, to HPDC, its successors, assigns, nominees or legal representatives, and I/we agree to communicate to HPDC, or to its nominee, all known facts respecting said invention(s) or improvement(s), said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisionals, continuations, C-I-P's, reissue and foreign applications, to make all rightful oaths and declarations, and generally to do everything possible to aid HPDC, its successors, assigns, nominees and legal representatives to obtain and enforce, for its or their own benefit, proper patent protection for said invention(s) or improvement(s) in any and all countries provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by HPDC;

AND I/we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to HPDC, as assignee of the entire right, title and interest, any and all Letters Patent for said invention(s) or improvement(s), including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

I/we further authorize and direct the attorneys of record to insert the serial number and filing date of said application now identified by the attorney docket number and title set forth above as soon as the same shall have been made known to them by the United States Patent and Trademark Office.

IN WITNESS WHEREOF, I/we hereunto set my/our hand(s) and seal(s):

 Date Assignment Signed: June 22/2005  
 Inventor's Signature (Seal)

Inventor's Typed Name: Jerome Rolia Date Application Signed: June 22/2005

State of \_\_\_\_\_ )  
 ) ss.:  
 County of \_\_\_\_\_ )

Before me this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared Jerome Rolia who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

\_\_\_\_\_  
 Notary Public  
 My commission expires:

When recorded please return to:  
**HEWLETT-PACKARD COMPANY**  
 Intellectual Property Administration  
 P. O. Box 272400  
 Fort Collins, Colorado 80527-2400

**PATENT APPLICATION**  
 ATTORNEY DOCKET NO. 200404992-1

**ASSIGNMENT OF PATENT APPLICATION (cont.)**

IN WITNESS WHEREOF, I/we hereunto set my/our hand(s) and seal(s):

\_\_\_\_\_  
 Date Assignment Signed: \_\_\_\_\_  
 Inventor's Signature (Seal)

Inventor's Typed Name: Keith I. Farkas \_\_\_\_\_ Date Application Signed: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.:  
 County of \_\_\_\_\_ )

Before me this \_\_\_\_ day of \_\_\_\_\_ personally appeared Keith I. Farkas who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

\_\_\_\_\_  
 Notary Public  
 My commission expires: \_\_\_\_\_

\_\_\_\_\_  
 Date Assignment Signed: \_\_\_\_\_  
 Inventor's Signature (Seal)

Inventor's Typed Name: Martin F. Arltt \_\_\_\_\_ Date Application Signed: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.:  
 County of \_\_\_\_\_ )

Before me this \_\_\_\_ day of \_\_\_\_\_ personally appeared Martin F. Arltt who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

\_\_\_\_\_  
 Notary Public  
 My commission expires: \_\_\_\_\_

\_\_\_\_\_  
 Date Assignment Signed: \_\_\_\_\_  
 Inventor's Signature (Seal)

Inventor's Typed Name: Sven Graupner \_\_\_\_\_ Date Application Signed: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.:  
 County of \_\_\_\_\_ )

Before me this \_\_\_\_ day of \_\_\_\_\_ personally appeared Sven Graupner who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

\_\_\_\_\_  
 Notary Public  
 My commission expires: \_\_\_\_\_

(Use Page Three For Additional Inventor(s) Signature(s))

Page 2 of 2

Rev 12/84 (Assign)

When recorded please return to:  
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Intellectual Property Administrator  
P. O. Box 272400  
Fort Collins, Colorado 80527-2400

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Filing date: \_\_\_\_\_ Application No.: \_\_\_\_\_

and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part (C-I-P's), divisionals, and renewals of and substitutes for said application for said Letters Patent, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; and any reissues, or reexaminations, or extensions of said Letters Patent.

I/we additionally authorize HPDC to file applications in my/our name for Letters Patent in any country, to be held and enjoyed by HPDC, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, and transfer not been made;

AND I/we hereby covenant that I/we have full right to convey the entire interest herein assigned, and that I/we have not executed and will not execute any agreement in conflict herewith, and I/we further covenant and agree that I/we will, each time a request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said invention(s) or improvement(s), said application and said Letters Patent, to HPDC, its successors, assigns, nominees or legal representatives, and I/we agree to communicate to HPDC, or to its nominee, all known facts respecting said invention(s) or improvement(s), said application and said Letters Patent, to testify in any legal proceedings; to sign all lawful papers, to execute all disclaimers and divisionals, continuations, C-I-P's, reissue and foreign applications, to make all rightful oaths and declarations, and generally to do everything possible to aid HPDC, its successors, assigns, nominees and legal representatives to obtain and enforce, for its or their own benefit, proper patent protection for said invention(s) or improvement(s) in any and all countries provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by HPDC;

AND I/we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to HPDC, as assignee of the entire right, title and interest, any and all Letters Patent for said invention(s) or improvement(s), including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

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IN WITNESS WHEREOF, I/we hereunto set my/our hand(s) and seal(s):

\_\_\_\_\_  
Inventor's Signature (Seal) Date Assignment Signed: \_\_\_\_\_

\_\_\_\_\_  
Inventor's Typed Name: Jerome Rolia Date Application Signed: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

Before me this \_\_\_\_ day of \_\_\_\_\_, personally appeared Jerome Rolia who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

When recorded please return to:  
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Intellectual Property Administration  
P. O. Box 272400  
Fort Collins, Colorado 80527-2400

ASSIGNMENT OF PATENT APPLICATION (cont.)

IN WITNESS WHEREOF, I/we hereunto set my/our hand(s) and seal(s):

Keith I. Farkas Date Assignment Signed: June 22 2005  
Inventor's Signature (Seal)

Inventor's Typed Name: Keith I. Farkas Date Application Signed: June 22 2005

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

Before me this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared Keith I. Farkas who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires:

\_\_\_\_\_  
Inventor's Signature (Seal) Date Assignment Signed: \_\_\_\_\_

Inventor's Typed Name: Martin F. Arlitt Date Application Signed: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

Before me this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared Martin F. Arlitt who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires:

Sven Graupner Date Assignment Signed: June 22, 2005  
Inventor's Signature (Seal)

Inventor's Typed Name: Sven Graupner Date Application Signed: June 22, 2005

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

Before me this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared Sven Graupner who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires:

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IN WITNESS WHEREOF, I/we hereunto set my/our hand(s) and seal(s):

\_\_\_\_\_  
 Date Assignment Signed: \_\_\_\_\_  
 Inventor's Signature (Seal)

\_\_\_\_\_  
 Date Application Signed: \_\_\_\_\_  
 Inventor's Typed Name: Jacome Rolfa

State of \_\_\_\_\_ )  
 ) ss.:  
 County of \_\_\_\_\_ )

Before me this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared Jacome Rolfa who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

\_\_\_\_\_  
 Notary Public  
 My commission expires: \_\_\_\_\_

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PATENT APPLICATION  
ATTORNEY DOCKET NO. 200404992-1

ASSIGNMENT OF PATENT APPLICATION (cont.)

IN WITNESS WHEREOF, I/we hereunto set my/our hand(s) and seal(s):

\_\_\_\_\_  
Date Assignment Signed: \_\_\_\_\_  
Inventor's Signature (Seal)

Inventor's Typed Name: Keith I. Farkas Date Application Signed: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

Before me this \_\_\_\_ day of \_\_\_\_\_ personally appeared Keith I. Farkas who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires:

Martin F. Arlt Date Assignment Signed: June 22, 2005  
Inventor's Signature (Seal)

Inventor's Typed Name: Martin F. Arlt Date Application Signed: June 22, 2005

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

Before me this \_\_\_\_ day of \_\_\_\_\_ personally appeared Martin F. Arlt who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires:

\_\_\_\_\_  
Date Assignment Signed: \_\_\_\_\_  
Inventor's Signature (Seal)

Inventor's Typed Name: Sven Graupner Date Application Signed: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

Before me this \_\_\_\_ day of \_\_\_\_\_ personally appeared Sven Graupner who is personally known or proved to me on the basis of satisfactory evidence to be the person who acknowledged the foregoing instrument of assignment to be his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires:

(Use Page Three For Additional Inventor(s) Signature(s))

Rev 12/04 (Assign)