

09-12-2005

9-8-05



103079581

reof.

To the Honorable Commissioner of Patents and Trademarks. P

1. Name of conveying party(ies) and execution date(s):
Measurement Computing Corporation
A Massachusetts Corporation,
Softwire Technology, LLC
A Delaware Corporation, and
Bendrix L. Bailey,

Execution Date: April 29, 2005
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other _____

2. Name and address of receiving party(ies):
Name: **NIMCC, Inc**
A Delaware Corporation, having a principal place of business at
Street Address: 11500 N. Mopac Expressway
City Austin Country Texas ZIP 78759
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
Patent Application No.(s)
10/759,918
09/483,759
10/426,499
10/441,463
10/424,320

Patent No.(s)
4,849,880
5,479,646
5,175,855
6,425,121
6,684,385
6,701,513
Additional numbers attached? Yes No

OPR/FINANCE
SEP - 9 11 12 05

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jeffrey C. Hood
Internal Address: Meyertons Hood Kivlin Kowert & Goetzel, P.C.
Street Address: P.O. Box 398
City Austin State TX ZIP 78767-0398

6. Total number of applications and patents involved: 12

09/09/2005 DBYRNE 00000228 501505 10/09918
01 FC:8021 480.00 DA

7. Total fee (37 CFR 3.41):\$ 480.00
 Fee Authorization Form Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 501505/5150-96100
(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 belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Jeffrey C. Hood [Signature] 9/6/2005
Name of Person Signing Signature Date
Reg. No. 35,198

Total number of pages comprising cover sheet: 1

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), is made and entered into this 29th day of April, 2005, by and among NIMCC, Inc., a Delaware corporation (the "Purchaser"), Measurement Computing Corporation, a Massachusetts corporation ("MCC"), Softwire Technology LLC, a Delaware limited liability company ("Softwire LLC" and, together with MCC, the "Sellers"), and Bendrix L. Bailey, an individual resident of Rochester, Massachusetts (the "Stockholder").

W I T N E S S E T H:

WHEREAS, the Stockholder owns all of the issued and outstanding shares of capital stock of MCC and MCC owns all of the issued and outstanding limited liability company interests of Softwire LLC;

WHEREAS, the Sellers are engaged in the business of providing hardware and software for test and measurement, industrial automation and process control applications (the "Business");

WHEREAS, National Instruments Corporation, a Delaware corporation ("NI"), owns all of the issued and outstanding capital stock of the Purchaser;

WHEREAS, upon the terms and subject to the conditions contained in this Agreement, the Sellers desire to sell, and the Purchaser desires to buy, substantially all of the assets of the Sellers; and

WHEREAS, the parties wish to make certain agreements related to such purchase and sale and certain other agreements.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Section 1. **Purchase and Sale.**

1.1. **Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, at the Closing referred to in Section 4 below, the Sellers shall sell, convey, assign, transfer and deliver to the Purchaser, and the Purchaser shall purchase and acquire and take assignment and delivery of, all of the Sellers' right, title and interest in and to all of Sellers' assets of every kind and description, tangible and intangible, real, personal and mixed (other than the Excluded Assets (as defined in Section 1.2)) (all of which assets are hereinafter referred to collectively as the "Acquired Assets"), including, without limitation, the following assets:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by a duly authorized officer on the date first above written.


PURCHASER:

NIMCC, INC.


By: 
Name: _____
Title: _____

SELLERS:


MEASUREMENT COMPUTING
CORPORATION

By: 
Name: _____
Title: _____

SOFTWARE TECHNOLOGY LLC

By: 
Name: _____
Title: _____

STOCKHOLDER:


Bendrix L. Bailey

Schedule 5.21(b) Contracts Relating to Intellectual Property Assets

1. Technology Purchase and Patent Transfer Agreement between Fluke Corp. and SoftWIRE LLC.
2. Non-Competition and Confidentiality Agreement by and between Fredrick Putnam and MCC dated as of January 5, 2004. – Freely Assignable by MCC.
3. All rights of MCC under that certain Asset Purchase Agreement (the “Lab Tech APA”) by and between MCC, Laboratory Technologies Corporation (“LTC”) and Fredrick A. Putnam (“Putnam”). Requires prior written consent of LTC and Putnam for MCC to assign.
4. Software licensing contract by and between LTC and MCC dated July 20, 2000.
5. Settlement Agreement between MCC predecessor-in-interest, Computerboards Inc., and Powersite Internet Services, Inc. regarding Powersite’s registration of the domain name computerboard.com.
6. Software licenses listed in Schedule 1.1(g).

Schedule 5.21(d)

(i) Description of Patents

<u>Patent No. /Application Ser. No.</u>	<u>Issued/Filed</u>	<u>Title</u>	<u>Owner</u>	<u>Status</u>
Pat. No. 4,849,880	Issued 7/18/1989	Virtual machine programming system	SoftWire Technology LLC	Expired for failure to pay 12 th year maintenance fee
Pat. No. 5,479,643	Issued 12/26/1995	Virtual machine programming system	SoftWire Technology LLC	In force
Pat. No. 5,175,855	Issued 12/29/1992	Method for communicating information between independently loaded, concurrently executing processes	Measurement Computing Corporation	In force
Pat. No. 6,425,120	Issued 7/23/2002	Repeating program object for use with a graphical program-development system	SoftWire Technology LLC	In force
Pat. No. 6,425,121	Issued 7/23/2002	Method and apparatus for resolving divergent paths in graphical programming environments	SoftWire Technology LLC	In force
Pat. No. 6,684,385	Issued 1/27/2004	Program object for use in generating application programs	SoftWire Technology LLC	In force
Pat. No. 6,701,513	Issued 3/2/2004	Program-development environment for use in generating application programs	Measurement Computing Corporation	In force
Application Ser. No. 10/759,918	Filed 1/16/2004	A program-development environment for use in generating application programs		
Application Ser. No. 09/483,759	Filed 1/14/2000	Method and apparatus for detecting and resolving circular flow paths in graphical programming systems		
Application Ser. No. 10/426,499	Filed 4/30/2003	Web service control for use in a graphical programming environment		

Application Ser. No. 10/441,463	Filed 5/20/2003	Debugger for a graphical programming environment		
Application Ser. No. 10/424,320	Filed 4/28/2003	Masked edit control for use in a graphical programming environment		
Application Ser. No. 29/222,759	Filed 2/3/2005	Top cover for electronics enclosure		
Application Ser. No. 29/222,712	Filed 2/3/2005	Electronics enclosure		

(ii)

Patent No. 4,849,880 is expired.

(iii)

None

(iv) Allegations of Infringement

See the NI Suits.

Seller believes that Agilent Technologies may be infringing U.S. Patent Nos. 4,849,880 and 5,479,643.

General Patent Corporation and Acticon Technologies LLC have charged Measurement Computing with infringing U.S. Patent Nos. 4,603,320, 4,686,506 and 4,972,470.

(v) Patent Marking

The Sellers and Stockholder make no representation or warranty that any products made, used or sold under the Patents were marked with the proper patent notice.