

09-14-2005

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

REC



103080899

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

Shail Mehta (08/08/2005), Reed B. Breneman  
(08/16/2005), John C. Stauffer (08/08/2005),  
Douglas K. McIver (08/08/2005),Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

## 2. Name and address of receiving party(ies)

Name: ProfitLogic, Inc.

Internal Address: Third Floor

Street Address:

24 First Street

City: Cambridge

State: Massachusetts

Country: United States of America Zip: 02141

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

## 3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

☒ Assignment ☐ Merger ☐ Change of Name☐ Security Agreement ☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other

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

A. Patent Application No.(s)

11/158,264

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: David J. Powsner  
NUTTER MCCLENNEN & FISH LLP

Internal Address: Atty. Dkt.: 104704-0027

Street Address: World Trade Center West  
155 Seaport Boulevard

City: Boston

State: MA Zip: 02210-2604

Phone Number: (617) 439-2000

Fax Number: (617) 310-9000

Email Address:

## 6. Total number of applications and patents involved:

4

## 7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
- ☐ Authorized to be charged to deposit account
- ☒ Enclosed
- ☐ None required (government interest not affecting title)

## 8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

## 9. Signature:

00000202 11158264

Signature

Date

David J. Powsner - 31,868

Name of Person Signing

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

13

## Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: 9/8/05

Signature:

(David J. Powsner)

09/13/2005 DBYRNE

01 FC:8021

PATENT  
REEL: 016962 FRAME: 0975

RECORDATION FORM COVER SHEET  
(continued)

## Additional Conveying Party(ies)/Execution Date(s) (1. Continued):

Vishwamitra S. Ramakrishnan (08/04/2005), Zhidong Lu (08/08/2005), Pavandeep S. Kalra (08/08/2005), and Brian Sheppard (08/08/2005)

## Additional Assignees (2. Continued):

Assignee Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Assignee Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Assignee Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

## Additional Applications and/or Patents (4. Continued):

Additional Patent Application Numbers  
4A. Continued:Additional Patent Numbers  
4B. Continued:

Additional numbers attached?

☐ Yes☐ No

**Assignment**

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Assignment Recordation Services, MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: 9/8/05

Signature: [Signature] (David J. Powsner)

**ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, by Shail Mehta; Reed B. Breneman; John C. Stauffer; Douglas K. McIver; Vishwamitra S. Ramakrishnan; Zhidong Lu; Pavandeep S. Kalra; and Brian Sheppard (hereinafter referred to as Assignors), residing at 151 Tremont St, Unit 12C, Boston, Massachusetts 02111; 5195 Southport Circle, Kings Mills, Ohio 45034; 64 Chouteau Ave., Framingham, Massachusetts 01701; 79 Pemberton St., #3, Cambridge, Massachusetts 02140; 17 Locust Street, Belmont, Massachusetts 02478; 61 Meadow Lane, Boxboro, Massachusetts 01719; 29 Hawthorne Road, Shrewsbury, Massachusetts 01545; and 296 Old Marlboro Road, Concord, Massachusetts 01742, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in **METHODS AND APPARATUS FOR OPTIMIZING MARKDOWN PRICING**, set forth in a Patent application for Letters Patent of the United States, already filed on June 21, 2005 as U.S. application No. 11/158,264; and

**WHEREAS**, ProfitLogic, Inc., a Corporation organized under and pursuant to the laws of Massachusetts having its principal place of business at 24 First Street, Third Floor, Cambridge, Massachusetts 02141 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which

may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and

the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

NUTTER MCCLENNEN & FISH LLP

All practitioners at Customer Number 021125

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Shail Mehta

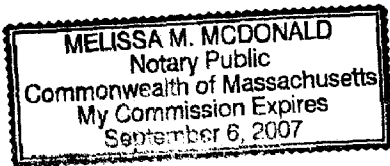
Shail Mehta

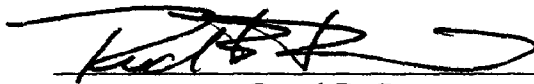
Date: 8 / 8 / 2005

On this 8<sup>th</sup> day of August, 2005 before me, the undersigned notary public, personally appeared Shail Mehta (name of document signer), proved to me through satisfactory evidence of identification, which were Mass D.L., to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

(as partner for \_\_\_\_\_, a partnership)  
(as \_\_\_\_\_ for \_\_\_\_\_, a corporation)  
(as attorney in fact for \_\_\_\_\_, the principal)  
(as \_\_\_\_\_ for \_\_\_\_\_, (a)(the) \_\_\_\_\_ )

Melissa McDonald (official signature and seal of notary)






Reed B. Breneman

Date: 8/16/2005

On this 16 day of August, 2005 before me, the undersigned notary public, personally appeared Reed B. Breneman (name of document signer), proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

(as partner for \_\_\_\_\_, a partnership)  
(as \_\_\_\_\_ for \_\_\_\_\_, a corporation)  
(as attorney in fact for \_\_\_\_\_, the principal)  
(as \_\_\_\_\_ for \_\_\_\_\_, (a)(the) \_\_\_\_\_)

 (official signature and seal of notary)

**BONNIE BURKE**  
**NOTARY PUBLIC, STATE OF OHIO**  
**My Commission Expires 01/13/2010**

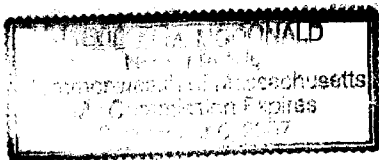
John C. Stauffer  
John C. Stauffer

Date: August 8, 2005

On this 8<sup>th</sup> day of August, 2005 before me, the undersigned notary public, personally appeared John C. Stauffer (name of document signer), proved to me through satisfactory evidence of identification, which were Mass D.L., to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

(as partner for \_\_\_\_\_, a partnership)  
(as \_\_\_\_\_ for \_\_\_\_\_, a corporation)  
(as attorney in fact for \_\_\_\_\_, the principal)  
(as \_\_\_\_\_ for \_\_\_\_\_, (a)(the) \_\_\_\_\_)

Melina Marmora (official signature and seal of notary)





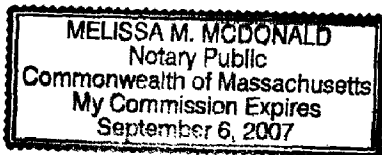
Douglas K. McIver  
Douglas K. McIver

Date: 8/8/2005

On this Eighth day of August, 2005 before me, the undersigned notary public, personally appeared Douglas K. McIver (name of document signer), proved to me through satisfactory evidence of identification, which were Mass D.L., to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

(as partner for \_\_\_\_\_, a partnership)  
(as \_\_\_\_\_ for \_\_\_\_\_, a corporation)  
(as attorney in fact for \_\_\_\_\_, the principal)  
(as \_\_\_\_\_ for \_\_\_\_\_, (a)(the) \_\_\_\_\_ )

Melissa McDonald (official signature and seal of notary)



Vishwamitra S. Ramakrishnan  
Vishwamitra S. Ramakrishnan

Date: 8/4/05

On this 8<sup>th</sup> day of August, before me, the undersigned notary public,  
personally appeared Vishwamitra S. Ramakrishnan (name of document signer), proved to

me through satisfactory evidence of identification, which were license (MA),  
to be the person whose name is signed on the preceding or attached document, and  
Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

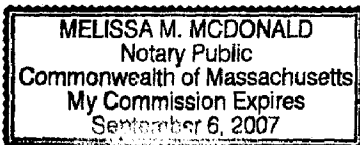
(as partner for \_\_\_\_\_, a partnership)

(as Chief Scientist for Oracle/ProfitLogic a corporation)

(as attorney in fact for \_\_\_\_\_, the principal)

(as \_\_\_\_\_ for \_\_\_\_\_, (a)(the) \_\_\_\_\_)

Melissa McDonald (official signature and seal of notary)



*[Handwritten Signature]*

Zhidong Lu

Date: 08/08/2005

On this 8<sup>th</sup> day of August, 2005 before me, the undersigned notary public, personally appeared Zhidong Lu (name of document signer), proved to me through satisfactory evidence of identification, which were Mass D.L., to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

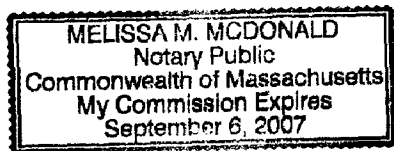
(as partner for \_\_\_\_\_, a partnership)

(as \_\_\_\_\_ for \_\_\_\_\_, a corporation)

(as attorney in fact for \_\_\_\_\_, the principal)

(as \_\_\_\_\_ for \_\_\_\_\_, (a)(the) \_\_\_\_\_ )

Melissa McDonald (official signature and seal of notary)



Pavandeep Singh Kalra  
Pavandeep S. Kalra

Date: 8/8/2005

On this 8th day of August, 2005 before me, the undersigned notary public, personally appeared Pavandeep S. Kalra (name of document signer), proved to me through satisfactory evidence of identification, which were Mass D.L., to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

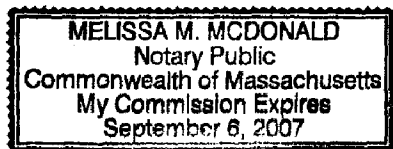
(as partner for \_\_\_\_\_, a partnership)

(as \_\_\_\_\_ for \_\_\_\_\_, a corporation)

(as attorney in fact for \_\_\_\_\_, the principal)

(as \_\_\_\_\_ for \_\_\_\_\_, (a)(the) \_\_\_\_\_)

Melissa McDonald (official signature and seal of notary)



Brian Sheppard  
Brian Sheppard

Date: August 8, 2005

On this 8 day of August, 2005 before me, the undersigned notary public, personally appeared Brian Sheppard (name of document signer), proved to me through satisfactory evidence of identification, which were Mass D.L., to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

(as partner for \_\_\_\_\_, a partnership)  
(as \_\_\_\_\_ for \_\_\_\_\_, a corporation)  
(as attorney in fact for \_\_\_\_\_, the principal)  
(as \_\_\_\_\_ for \_\_\_\_\_, (a)(the) \_\_\_\_\_ )

Melissa McDonald (official signature and seal of notary)

