

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jean-Marc Triron	02/08/2006
Troy Cline	02/06/2006
Walt Giroir	02/06/2006
Shane Crawford	02/06/2006
RECEIVING PARTY DATA	
Name:	BMC Software, Inc.
Street Address:	2101 CityWest Blvd.
City:	Houston
State/Country:	TEXAS
Postal Code:	77042
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11315857
CORRESPONDENCE DATA	
Fax Number:	(832)446-2458
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Houston, TEXAS 77070
ATTORNEY DOCKET NUMBER:	149-0140US
NAME OF SUBMITTER:	Coe F. Miles

CH \$40.00 11315857

Total Attachments: 4

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventors : Jean-Marc Triron, Troy Cline, Walt Giroir and Shane Crawford
Title : System and Method for Business Service Management
Serial No. : 11/315,857 Docket : 149-0140US
Filed : December 21, 2005

Mail Stop Missing Parts
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

CERTIFICATE OF MAILING (37 C.F.R. 1.8)
The undersigned hereby certifies that this correspondence is being deposited with the U.S. Postal Service as First Class Mail in an envelope addressed to the Mail Stop Missing Parts, Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450, on 2/15/06
Melissa K. Mosby
Melissa K. Mosby

ASSIGNMENT

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

SELL, ASSIGN AND TRANSFER to BMC SOFTWARE, INC., (the "Assignee"), a corporation of Delaware having a place of business at 2101 CityWest Blvd., Houston, TX 77042 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 identified above, 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 o 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;

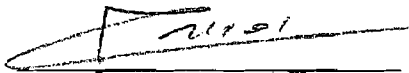
WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

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;

Atty Ref: 149-0140US

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

Executed on Feb 8th 2006 by
Date


Jean-Marc Trinon

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Atty Ref 149-014015

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

Executed on 2/6/06 by [Signature]
Date Troy Cline

Executed on 2/6/06 by [Signature]
Date Walt Giroir

Executed on 2/6/06 by [Signature]
Date Shane Crawford

STATE OF TEXAS
County of Travis

BEFORE ME, this 6 day of February personally appeared the above-named individuals, to me known to be the persons who are described in and who executed the foregoing assignment instrument and acknowledged to me that they executed the same of their own free will for the purposes therein expressed.

SEAL

[Signature]
Notary or Consular Officer
My Commission Expires: 11/5/08

