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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)/Execution Date(s): Ron WARSHAWSKY Execution Date(s): November 3, 2005 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: DBA InfoPower, Inc. Internal Address: _____ Street Address: 666 Pomeroy Avenue City: Santa Clara State: California Country: USA Zip: 95051 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input checked="" type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) _____ B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: JEFFREY W. GLUCK, PH.D. VENABLE LLP Internal Address: Atty. Dkt.: 58053-223306 Street Address: P.O. Box 34385 City: Washington State: DC Zip: 20043-9998 Phone Number: (202) 344-4000 Fax Number: (202) 344-8300 Email Address: _____	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number 22-0261 Authorized User Name _____
9. Signature:  Signature _____ Date November 3, 2005 Jeffrey W. Gluck, Ph.D., Reg. No. 44,457 Name of Person Signing Total number of pages including cover sheet, attachments, and documents: 5	

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ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 3rd day of November, 2005, by Ron Warshawsky (hereinafter referred to as Assignor), residing at 666 Pomeroy Ave., Santa Clara, California 95051;

WHEREAS, Assignor has invented certain new and useful improvements in REAL-TIME DATABASE PERFORMANCE AND AVAILABILITY MONITORING METHOD AND SYSTEM, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, DBA InfoPower, Inc., a Corporation organized under and pursuant to the laws of California having its principal place of business at 666 Pomeroy Ave., Santa Clara, California 95051 (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, Assignor has sold, assigned, transferred and set over, and by these presents does 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 Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants 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, Assignor is the sole and lawful owner 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 Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor 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 Assignor hereby requests 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 Assignor hereby grants 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:

VENABLE LLP

All practitioners at Customer Number 26694

AND Assignor acknowledges an obligation of assignment of this invention to
Assignee at the time the invention was made.

~~RW~~ 11/03/05

Ron Warshawsky

Witness:

Sarit Hod-Warshawsky

11/03/05

Date

SARIT HOD-WARSHAWSKY