

01-03-2006

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent And Trademark Office

To the Honorable Commissioner

103149842

nal documents or copy thereof:

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

Christopher R. Error, Michael Paul Bailey

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

## 3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other: \_\_\_\_\_

Execution Date: November 21, 2005

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

Name:

Internal Address: Omniture, Inc.

Street Address: 550 E. Timpanogos Circle

City: Orem

State: Utah Zip: 84097

Additional name(s) &amp; address(es) attached?

☐ Yes☒ No

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

If this document is being filed together with a new application, the execution date of the application is: Nov. 21, 2005

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Greg T. Sueoka

Internal Address: Fenwick &amp; West LLP

Street Address: Silicon Valley Center  
801 California Street

City: Mountain View State: CA Zip Code: 94041

## 6. Total number of applications and patents involved: 1

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

☒ Check Enclosed☒ Fee Transmittal Enclosed☐ Charge the indicated fees to the below mentioned deposit account.

## 8. Deposit Account No.:

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.*

Greg T. Sueoka, Reg. #33,800

Name of Person Signing

Signature

12/29/05

Date

Total number of pages including cover sheet, attachments, documents: 4

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Case Docket No.: 32021-10574

32021/10574/DOCS/1584240.1

12/27/2005 RMEBRAHT 00000068 11313589

06 FC:8021

40.00 DP

PATENT  
REEL: 017403 FRAME: 0376

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **Omniture, Inc.** a **Delaware** corporation, having a place of business at **550 E. Timpanogos Circle, Orem, Utah 84097**, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **NETWORK ARCHITECTURE WITH LOAD BALANCING, FAULT TOLERANCE AND DISTRIBUTED QUERYING** ("APPLICATION"), which:

☒ is to be filed herewith.

☐ was filed on \_\_\_\_\_, and now bears U.S. application serial number \_\_\_\_\_.

☒ The APPLICATION claims priority from a provisional, filed on June 6, 2005, now bearing U.S. patent application serial no. 60/688,104.

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

Title: NETWORK ARCHITECTURE WITH LOAD BALANCING, FAULT TOLERANCE AND  
DISTRIBUTED QUERYING  
Filed: even date herewith  
Serial No.: Not yet known

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INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that 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.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature

Date of Signature

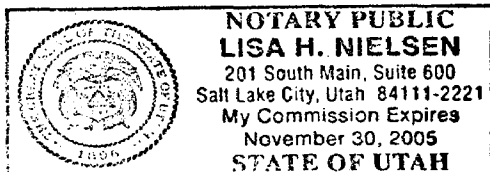
  
Christopher Reid Error

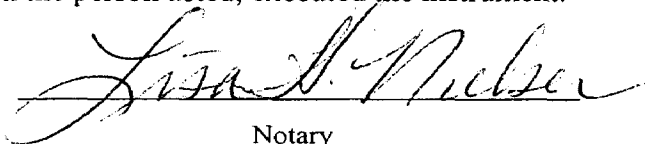
11/21/05

State of Utah }  
County of Utah } ss.

On 11/21/05 before me, Lisa H. Nielsen personally appeared Christopher Reid Error personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

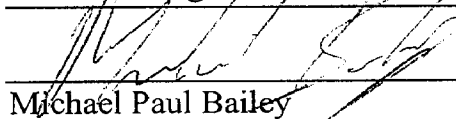
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Notary

Title: NETWORK ARCHITECTURE WITH LOAD BALANCING, FAULT TOLERANCE AND  
DISTRIBUTED QUERYING  
Filed: even date herewith  
Serial No.: Not yet known

Name and Signature



Michael Paul Bailey

Date of Signature

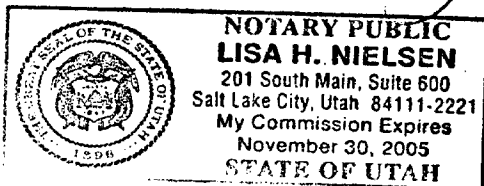
11/21/2005

State of Utah }  
County of Utah } ss.

On 11/21/05 before me, Lisa H. Nielsen personally appeared  
Michael Paul Bailey personally known to me or proved to me on the basis of satisfactory evidence to  
be the person whose name is subscribed to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by his/her signature on the instrument the  
person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

32021/10574/DOCS/1574231.1



Notary