

01-09-2006

RECORDA

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U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner For Patents:

103152748

its or copy thereof:

1. Name of conveying party(ies):

Christopher Reid Error

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

Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

November 21, 2005

Execution Date: _____

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

Name: Omniture, Inc.

Internal Address:

Street Address: 550 E. Timpanogos Circle

City: Orem

State: UT Zip: 84097

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

Yes No

112991 U.S.PTO
11/319337
122705

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: Dec. 27, 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: Amir H. Raubvogel
Internal Address: Fenwick & 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.: 19-2555

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.

Amir H. Raubvogel, Reg. No. 37,070

Name of Person Signing

Signature

DEC 27/05

Date

Total number of pages including cover sheet, attachments, documents: 3

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.: 32021-10573

01/03/2006 RMEBRAHT 00000039 11319337

06 FC:8021

40.00 UP

32021/10573/DOCS/1585583.1

PATENT
REEL: 017418 FRAME: 0277

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 **VARIABLE SAMPLING RATES FOR WEBSITE VISITATION ANALYSIS** ("APPLICATION"), which:

is to be filed herewith.

was filed on _____, and now bears U.S. application serial number _____.

The APPLICATION claims priority from _____, filed on _____, now bearing _____ application serial number _____.

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.

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.

Re:
Title: Variable Sampling Rates for Website Visitation Analysis
Filed: Not yet known
Serial No.: Not yet known

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 _____

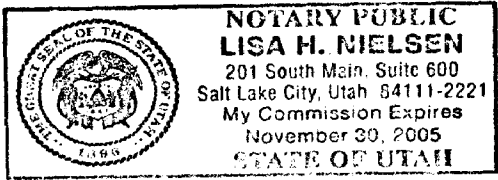
CR Error
Christopher Reid Error _____ 11/21/05 _____

State of Utah
County of Utah

On 11/21/05 before me, Lisa H. Nielsen personally appeared
[DATE] [NOTARY PUBLIC]

Christopher Reid Error personally known to me or proved to me on the basis of satisfactory
[INVENTOR]
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



Lisa H. Nielsen
Notary