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To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

12-26-05

- 1. Name of conveying party: Ascential Software Corporation Execution dates of assignment: December 19 and 21, 2005
- 2. Name and address of receiving party: International Business Machines Corporation  
New Orchard Road  
Amonk, NY 10504
- 3. Nature of conveyance: Assignment
- 4. Application/Patent number(s): Refer to Appendix A Docket No.: Ascential-01
- 5. Name and address of party to whom correspondence concerning Assignment should be mailed:  
Samuel A. Kassatly Law Office  
20690 View Oaks Way  
San Jose, CA 95120  
Tel: (408) 323-5111  
Fax: (408) 521-0111
- 6. Total number of applications/patents involved: 82
- 7. Total fee (37 CFR 3.41) = \$40.00
- 8. Charge fee to Deposit Account No. 09-0460

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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.

Samuel A. Kassatly  
Attorney Name

\_\_\_\_\_  
Signature of Attorney

December 26, 2005  
Date

**APPENDIX A**

IBM Docket No.	Country	GTC Docket No.	Application Serial Number	Filing Date	Patent No./ Publ. No.	Issue Date/ Publ. Date
SVL920050551US1	US	ASCL-0001-P01	08/532462	9/22/1995	5727158	3/10/1998
SVL920050551EP1	EP	ASCL-0001-PEP	96933841.7	9/20/1996		
SVL920050551PCT1	PCT	ASCL-0001-PWO	PCT/US96/15121	9/20/1996	WO/1997/011425	3/27/1997
SVL920050552US1	US	ASCL-0002-P01	08/624844	3/25/1996	5909681	6/1/1999
SVL920050552US2	US	ASCL-0002-P02	09/281984	3/29/1999	6415286	7/2/2002
SVL920050552US3	US	ASCL-0002-P03	09/989098	11/20/2001		
SVL920050553US1	US	ASCL-0003-P01	08/627801	3/25/1996	6311265	3/25/1996
SVL920050554US1	US	ASCL-0004-P01	08/685219	7/23/1996	5995980	11/30/1999
SVL920050555US1	US	ASCL-0005-P01	08/607040	2/24/1997	6330008	2/24/1997
SVL920050555US2	US	ASCL-0005-P02	09/989241	11/20/2001		
SVL920050556US1	US	ASCL-0006-P01	09/075730	5/11/1998	6347310	5/11/1998
SVL920050557AU1	AU	ASCL-0007-PAU	PCT/US99/14076	6/22/1999		
SVL920050557CA1	CA	ASCL-0007-PCA	PCT/US99/14076	6/22/1999		
SVL920050557CN1	CN	ASCL-0007-PCN	PCT/US99/14076	6/22/1999		
SVL920050557DE1	DE	ASCL-0007-PDE	99930554.3	6/22/1999	69908360.5	
SVL920050557EP1	EP	ASCL-0007-PEP	99930554.3	6/22/1999	1090275	

SVL920050557FR1	FR	ASCL-0007-PFR	99930554.3	6/22/1999	1090275	
SVL920050557GB1	GB	ASCL-0007-PGB	99930554.3	6/22/1999	1090275	
SVL920050557IE1	IE	ASCL-0007-PIE	99930554.3	6/22/1999	1090275	
SVL920050557IL1	IL	ASCL-0007-PIL	PCT/US99/14076	6/22/1999		
SVL920050557IT1	IT	ASCL-0007-PIT	99930554.3	6/22/1999	1090275	
SVL920050557JP1	JP	ASCL-0007-PJP	PCT/US99/14076	6/22/1999		
SVL920050557KR1	KR	ASCL-0007-PKR	PCT/US99/14076	6/22/1999		
SVL920050557NZ1	NZ	ASCL-0007-PNZ	PCT/US99/14076	6/22/1999		
SVL920050557PCT1	PCT	ASCL-0007-PWO	PCT/US99/14076	6/22/1999	WO/1999/067602	12/28/2000
SVL920050557US1	US	ASCL-0007-P01	09/102349	6/22/1998	6272449	8/7/2001
SVL920050558US1	US	ASCL-0008-P01	09/104288	6/24/1998	6289474	
SVL920050559AU1	AU	ASCL-0009-PAU	56247/00	6/19/2000	AU0056247	
SVL920050559CN1	CN	ASCL-0009-PCN	810570.7	6/19/2000	810570.7	
SVL920050559EP1	EP	ASCL-0009-PEP	941551.4	6/19/2000	EP1314100A2	
SVL920050559JP1	JP	ASCL-0009-PJP	2001-505311	6/19/2000		
SVL920050559KR1	KR	ASCL-0009-PKR	2001-7018276	6/19/2000		
SVL920050559PCT1	PCT	ASCL-0009-PWO	PCT/US00/16839	6/19/2000	WO/2000/079415	6/19/2000
SVL920050659US1	US	ASCL-0009-P60	60/140,005	6/18/1999		
SVL920050559US2	US	ASCL-0009-P01	09/596482	6/19/2000	6,801,938	10/5/2004
SVL920050559US3	US	ASCL-0009-P02	10/846342	5/14/2004	2005/0021745	01/27/2005
SVL920050660CA1	CA	ASCL-0010-PCA	2401170	2/28/2001		
SVL920050660EP1	EP	ASCL-0010-PEP	1916296.5	2/28/2001		
SVL920050660JP1	JP	ASCL-0010-	2001-564037	2/28/2001	2004/508960	

PJP						
SVL920050560PCT1	PCT	ASCL-0010-PWO	PCT/US01/06447	2/28/2001	WO/2001/065416	9/7/2001
SVL920050560US1	US	ASCL-0010-P01	09/514,743	2/28/2000		
SVL920050561US1	US	ASCL-0009-P61	60/185665	2/29/2000		
SVL920050562US1	US	ASCL-0011-P01	09/651,933	8/31/2000		
SVL920050562US2	US	ASCL-0012-P01	09/703,161	10/30/2000	6604110	
SVL920050563PCT1	PCT	ASCL-0013-PWO	PCT/US02/03815	2/5/2002	WO 02/071273	
SVL920050563US1	US	ASCL-0013-P01	09/798,268	3/2/2001	6938053	8/30/2005
SVL920050564PCT1	PCT	ASCL-0014-PWO	PCT/US04/27691	8/24/2004	WO2005/022417	3/10/2005
SVL920050564US1	US	ASCL-0014-P60	60/498,531	8/27/2003		
SVL920050564US2	US	ASCL-0014-P01	10/925,897	8/24/2004		
SVL920050565US1	US	ASCL-0015-P80	60/553,729	3/16/2004		
SVL920050566US1	US	ASCL-0016-P60	60/606,237	8/31/2004		
SVL920050566PCT1	PCT	ASCL-0016-PWO				
SVL920050567US1	US	ASCL-0016-P61	60/606,371	8/31/2004		
SVL920050568US1	US	ASCL-0017-P60	60/606,370	8/31/2004		
SVL920050568PCT1	PCT	ASCL-0017-PWO				

SVL920050569US1	US	ASCL-0018-P60	60/606,372	8/31/2004
SVL920050569PCT1	PCT	ASCL-0018-PWO		
SVL920050570US1	US	ASCL-0019-P60	60/606,301	8/31/2004
SVL920050570PCT1	PCT	ASCL-0019-PWO		
SVL920050571US1	US	ASCL-0020-P60	60/606,238	8/31/2004
SVL920050572US1	US	ASCL-0021-P60	60/606,407	8/31/2004
SVL920050573US1	US	ASCL-0022-P60	60/609,225	9/10/2004
SVL920050574US1	US	ASCL-0023-P01	11/104,401	2/24/2005
SVL920050575US1	US	ASCL-0024-P01	11/085,437	2/24/2005
SVL920050576US1	US	ASCL-0025-P01	11/084,788	2/24/2005
SVL920050577US1	US	ASCL-0026-P01	11/065,693	2/24/2005
SVL920050578US1	US	ASCL-0027-P01	11/084,772	2/24/2005
SVL920050579US1	US	ASCL-0028-P01	11/064,789	2/24/2005

SVL920050580US1	US	ASCL-0029-P01	11/065,436	2/24/2005
SVL920050581US1	US	ASCL-0030-P01	11/065,187	2/24/2005
SVL920050582US1	US	ASCL-0031-P01	11/066,321	2/24/2005
SVL920050583US1	US	ASCL-0032-P01	11/064,773	2/24/2005
SVL920050584US1	US	ASCL-0033-P01	11/065,081	2/24/2005
SVL920050585US1	US	ASCL-0034-P01	11/065,186	2/24/2005
SVL920050586US1	US	ASCL-0035-P01	11/064,788	2/24/2005
SVL920050587US1	US	ASCL-0036-P01	11/066,326	2/24/2005
SVL920050588US1	US	ASCL-0037-P01	11/066,327	2/24/2005
SVL920050589US1	US	ASCL-0038-P01	11/104,403	2/24/2005
SVL920050590US1	US	ASCL-0039-P01	11/104,402	2/24/2005
SVL920050591US1	US	ASCL-0015-P01	11/083,084	3/18/2005
SVL920050592US1	US	ASCL-0015-P02	11/083,056	3/16/2005

~~SVL920050093~~US1      US      ASCL-0015-  
P03      11/083,040      3/18/2006

### PATENT ASSIGNMENT

WHEREAS, Ascential Software Corporation, a Massachusetts corporation (referred to as "Company"), at 50 Washington Street, Westborough, Massachusetts, 01581, USA, has ownership rights and interests in and to the patent applications and patents listed on Appendix A, all patents which may issue therefrom, and all divisionals, reissues, substitutions, continuations, re-examinations and extensions thereof which may be pending in or granted by any patent office or forum throughout the world (collectively referred to as the "Patent Application") and whereas Company owns all inventions and ideas disclosed and/or claimed in the Patent Application ("Invention");

WHEREAS, International Business Machines Corporation, a New York corporation (referred to as "IBM"), desires to acquire the entire right, title and interest in and to the Invention and Patent Application; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Company hereby transfers and assigns to IBM free and clear of all liens or other encumbrances, and IBM hereby accepts the transfer and assignment of, the entire right, title, and interest of Company in and to the Patent Application and Invention, and all rights of priority resulting from the filing of the Patent Application; and Company hereby authorizes and requests the Commissioner of Patents and any other relevant authority to issue all patents related to the Patent Application to IBM as assignee of Company's entire right, title and interest therein.

Company also hereby transfers and assigns to IBM, and IBM hereby accepts the transfer and assignment of, any foreign rights to the Invention and Patent Application, in all countries of the world, including the right to file applications, prosecute, and obtain patents under any treaty including the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and of the European Patent Convention. Company agrees that this executed document is recordable evidence of such transfer and assignment and further agrees to perform at IBM's expense, upon reasonable notice, such lawful acts and to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such foreign patent rights.

Upon the written request of IBM, Company hereby further agrees that Company will sign all lawful papers, execute all divisional, continuation, reissue, re-examination, and substitute applications, make all lawful oaths, and provide reasonable assistance to aid IBM, its successors, assigns and nominees to facilitate the prosecution and maintenance of the Patent Application and the Invention in all countries of the world.

This transfer and assignment is effective as of October 1, 2005.

IN WITNESS WHEREOF, the parties hereto have executed this Patent Assignment by its respective duly authorized officer in their respective corporate names.

**Ascential Software Corporation  
For Company**

By: David Kennedy

Title: Vice President, Secretary

Date

12/17/05

**International Business Machines  
Corporation**

By: Mark Petersen

Title: Director of Finance,  
Technology & Intellectual Property

Date

21 Dec -05