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Docket No.: 762301-1460

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or the new address(es) below.

1. Name of conveying part(ies):

Blue Pumpkin Software, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: **Witness Systems, Inc.**

Internal Address:

Street Address: **300 Colonial Center Parkway**

City: **Roswell**

State: **GA**

Country: **US** Zip: **30076**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): **March 22, 2006**

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other:

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

☐ This document is being filed together with a new application.

A. Patent application No.(s)

B. Patent No.(s)

09/825,589

Additional numbers attached? ☐ Yes ☒ No

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

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6. Total number of applications/patents involved: [1]

7. Total fee (37 CFR 1.21 (h) & 3.41) \$ **40.00**

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Number:

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Authorized User Name: **Thomas, Kayden**

9. Signature:

Signature

Date

M. Paul Qualey, Jr.

Name of the Person Signing

Total number of pages including cover sheet, attachments, and document:

5

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PATENT
REEL: 017745 FRAME: 0089

ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 22nd day of March, 2006 ("Effective Date"), Blue Pumpkin Software, LLC (hereafter "BLUE PUMPKIN SOFTWARE"), a Delaware limited liability company, formerly existing as Blue Pumpkin Software, Inc., a California corporation, having its principal place of business at 3979 Freedom Circle, Suite 500, Santa Clara, California 95054, and Witness Systems, Inc., a Delaware Corporation, having its principal place of business at 300 Colonial Center Parkway, Roswell, GA, 30076 ("WITNESS SYSTEMS"), agree as follows:

1. BLUE PUMPKIN SOFTWARE owns all right, title, and interest in and to:

U.S. Patent No. 6,278,978 ("the U.S. '978 Patent"); Issued 08/21/2001; App. No. 09/056,219; Filed 04/07/1998	No Publication Number
U.S. Patent No. 6,959,405 ("the U.S. '405 Patent"); Issued 10/25/2005; App. No. 09/837,251; Filed 04/18/2001	Pub. No. 2002/0157043; Published 10/24/2002
App. No. 11/237,456 ("the U.S. '456 Application"); Filed 09/27/2005; Continuation of U.S. Patent No. 6,959,405; Issued 10/25/2005	No. Pub. Date as yet
U.S. Patent No. 6,952,732 ("the U.S. '732 Patent"); Issued 10/04/2005; App. No. 09/846,016; Filed 04/30/2001	Pub. No. 2003/0009520; Published 01/09/2003
App. No. 11/037,604 ("the U.S. '604 Application"); Filed 01/18/05; Continuation of U.S. Patent No. 6,952,732, issued 10/04/2005	No Publication Number
U.S. Patent No. 6,782,093 ("the U.S. '093 Patent"); Issued 08/24/2004; App. No. 09/894,227; Filed 06/27/2001	Pub. No. 2003/0002653; Published 01/02/2003
App. No. 09/899,895 ("the U.S. '895 Application"); Filed 07/05/2002	Pub. No. 2002/0143599; Published 10/03/2002
App. No. 09/825,589 ("the U.S. '589 Application"); Filed 04/03/2001	Pub. No. 2002/0143597; Published 10/03/2002
App. No. 09/680,131 ("the U.S. '131 Application"); Filed 10/02/2000	No Pub. Number
EP App. No. 02252395.5 ("the EP '395 Application"); Based on U.S. App. No. 09/825,589; Filed 04/03/2001	PCT Filing Date 04/02/2002
EP App. No. 02252394.8 ("the EP '394 Application"); Based on U.S. Apps. 09/846,016; Filed 04/30/2001; Continued 11/037,604; Filed 06/18/2005	PCT Filing Date 04/30/2001

the inventions disclosed and claimed therein, and all U.S. and foreign patents and applications that rely on the U.S. '978 Patent, the U.S. '405 Patent, the U.S. '456 Application, the U.S. '732 Patent, the U.S. '604 Application, the U.S. '093 Patent, the U.S. '895 Application, the U.S. '589 Application, the U.S. '131 Application, the EP '395 Application, and the EP '394 Application for priority ("the Patents").

2. WITNESS SYSTEMS desires to acquire and BLUE PUMPKIN SOFTWARE is willing to assign to WITNESS SYSTEMS all of BLUE PUMPKIN SOFTWARE's right, title, and interest in and to the Patents and any inventions disclosed or claimed therein.
3. BLUE PUMPKIN SOFTWARE hereby transfers, grants, conveys, assigns, and relinquishes exclusively to WITNESS SYSTEMS all of BLUE PUMPKIN SOFTWARE's right, title, and interest in and to the Patents, the inventions claimed therein, and all accrued causes of action for damages for infringement thereof.
4. For good and valuable consideration, receipt of which is hereby acknowledged, BLUE PUMPKIN SOFTWARE hereby sells, assigns, transfers, and sets over to WITNESS SYSTEMS, its lawful successors and assigns, BLUE PUMPKIN SOFTWARE's entire right, title, and interest in the Patents, the inventions claimed therein, any other patent application directed to the inventions, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such application, and all applications for Letters Patent that may be filed for the invention in any foreign country and all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof; and BLUE PUMPKIN SOFTWARE hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to WITNESS SYSTEMS, its successors and assigns, in accordance with the terms of this Assignment.

5. In furtherance of this Agreement, BLUE PUMPKIN SOFTWARE hereby acknowledges that, from the Effective Date forward, WITNESS SYSTEMS has succeeded to all of BLUE PUMPKIN SOFTWARE's right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that WITNESS SYSTEMS, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the Effective Date, including the right to sue to enforce and collect damages for past infringement of the Patents, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as WITNESS SYSTEMS, in its sole discretion, deems advisable.
6. BLUE PUMPKIN SOFTWARE represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Patents in order for the transfer and assignment of any of the Patents under this Agreement to be legally effective.
7. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (excluding conflicts of law rules) and of the United States.
9. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

BLUE PUMPKIN SOFTWARE, LLC

WITNESS SYSTEMS, INC.

By: [Signature]

By: [Signature]

Print Name

WFEVANS

Print Name

Title: Vice President

Title: CFo