

07-28-2006

DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)



RECC

103282028

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

7,2506

**1. Name of conveying party(ies)**

Gregory Brail

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

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

Name: BEA Systems, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2315 North First Street

City: San Jose

State: California

Country: USA Zip: 95131

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

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

Execution Date(s) 7-07-2006

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

This document is being filed together with a new application.

A. Patent Application No.(s)

11/441,726

B. Patent No.(s)

07/26/2006 WABDELRI 00000034 11441726

02 FC:8021

(40.00 DP)

Additional numbers attached?  Yes  No

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

Name: Sheldon R. Meyer

Internal Address: Fliesler Meyer LLP

Street Address: Four Embarcadero Center, 4th Floor

City: San Francisco

State: CA Zip: 94111-4156

Phone Number: 415.362.3800

Fax Number: 415.362.2928

Email Address: srm@fdml.com

**6. Total number of applications and 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 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 06-1325

Authorized User Name Fliesler Meyer LLP

**9. Signature:**

Signature

Date

David Xue

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Attorney Docket No.: BEAS-01858US1  
DXue/BEAS/1858US1/Assignment Recordation Cover.pdf

PATENT  
REEL: 018125 FRAME: 0076

**SOLE TO CORPORATE ASSIGNMENT**

WHEREAS, the undersigned, GREGORY BRAIL, a resident of 401 N. Fullerton Avenue, Montclair, New Jersey 07043, (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

**SYSTEM AND METHOD FOR MESSAGING KERNEL**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention having been filed on the 26<sup>th</sup> day of May, 2006, and assigned U.S. Patent Application No. 11/441,726.

WHEREAS, BEA Systems, Inc., (hereinafter termed "Assignee"), a corporation of the State of Delaware having a place of business at 2315 North First Street, San Jose, California 95131, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without

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DTXue/BEAS/1803-1865/1858US1/Assignment to BEAS.wpd

PATENT  
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limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date as given below and delivered this instrument to said Assignee:

7/7/06  
Date

  
(GREGORY BRAIL)

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(name and title of officer)

personally appeared \_\_\_\_\_ 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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_