# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Christopher Reid Error	03/21/2007

### **RECEIVING PARTY DATA**

Name:	Omniture, Inc.
Street Address:	550 E. Timpanogos Circle
City:	Orem
State/Country:	UTAH
Postal Code:	84097

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11701041

## **CORRESPONDENCE DATA**

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (650) 335-7213 Email: jbush@fenwick.com Correspondent Name: Jennifer R. Bush Address Line 1: 801 California Street

Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER: 32021-12377

Jennifer R. Bush

Total Attachments: 2

NAME OF SUBMITTER:

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**PATENT** 

500248826 **REEL: 019085 FRAME: 0275** 

### **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 Intelligent Node Positioning In A Site Analysis Report ("APPLICATION"), which:
  - was filed on January 31, 2007, and now bears U.S. application serial number 11/701,041.
  - 2. The entire worldwide right, title, and interest in and to:
- (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, 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 and in any underlying provisional or foreign 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.

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Title: Intelligent Node Positioning in a Site Analysis Report

Filed: January 31, 2007 Application No.: 11/701,041

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
(75 - L	3/21/ ,2007
Christopher Reid Error	
State of Utah	
County of Utah	
On 3/21/2007 before m	e, Annie J. Hurst personally appeared
' [DATE]	[NOTARY PUBLIC]

<u>Christopher Reid Error</u> 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal



Notar

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RECORDED: 03/29/2007