

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Christian A. PORTAL	03/23/2007
Michael J. THOMAS	03/12/2007
RECEIVING PARTY DATA	
Name:	The MathWorks, Inc.
Street Address:	3 Apple Hill Drive
City:	Natick
State/Country:	MASSACHUSETTS
Postal Code:	01760-2098
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11647595
CORRESPONDENCE DATA	
Fax Number:	(202)344-8300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 344-4000
Email:	sjbrockmeyer@venable.com
Correspondent Name:	Michael A. Sartori, Ph.D.
Address Line 1:	P.O. Box 34385
Address Line 2:	VENABLE LLP
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20043-9998
ATTORNEY DOCKET NUMBER:	442323-230650
NAME OF SUBMITTER:	Michael A. Sartori

Total Attachments: 3
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PATENT

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ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Christian A. PORTAL, residing at 397 Gorwin Drive, Holliston, Massachusetts 01746, and Michael J. THOMAS, residing at 19 Kingsbury Street, Framingham, Massachusetts 01702 (hereinafter referred to as the Assignors);

WHEREAS, Assignors have invented certain new and useful improvements in TEST ENVIRONMENT FOR ACCUMULATING CUMULATIVE METRIC DATA, set forth in a Patent application for Letters Patent of the United States, filed December 29, 2006; and

WHEREAS, The MathWorks, Inc., a corporation having its principal place of business at 3 Apple Hill Drive, Natick, Massachusetts 01760-2098 (hereinafter referred to as the Assignee), is desirous of acquiring the entire right, title and interest in and to said invention and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of

these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which 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:

VENABLE LLP

All practitioners at Customer Number 26694

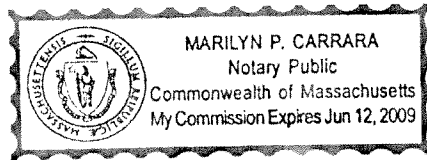
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: March 23, 2007

Christian A. Portal
Christian A. PORTAL

United States of America)
State of Massachusetts) ss.:
County of Middlesex)

On this 23rd day of March, 2007, before me personally came Christian A. Portal, to me known to be he individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Marilyn P. Carrara
Notary Public

Date: March 12, 2007

Michael J. Thomas
Michael J. THOMAS

United States of America)
State of Massachusetts) ss.:
County of Middlesex)

On this 12 day of MARCH, 2007, before me personally came Michael J. Thomas, to me known to be he individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Julie Comeau
Notary Public

#824798

Michael Thomas personally appeared before me, and proved his/her identification through satisfactory evidence, which were known to me to be the person whose name is signed on the preceding or attached document in my presence on this 12 day of March, 2007.
Julie A. Comeau Notary Public
Commonwealth of Massachusetts
My Commission Expires June 14, 2013