PATENT ASSIGNMENT

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SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

Name	Execution Date
Donald P. Orofino II	10/18/2007
Witold R. Jachimczyk	10/19/2007

RECEIVING PARTY DATA

Name:	The MathWorks, Inc.
Street Address:	3 Apple Hill Drive
City:	Natick
State/Country:	MASSACHUSETTS
Postal Code:	01760

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11841990

CORRESPONDENCE DATA

Fax Number: (617)951-3927

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

Phone: 617-951-2500 Docket@c-m.com Email:

Correspondent Name: Cesari and McKenna LLP Address Line 1: 88 Black Falcon Avenue

Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER: 130051-0012

Michael R. Reinemann NAME OF SUBMITTER:

Total Attachments: 3

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PATENT **REEL: 020059 FRAME: 0094** 500389732

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ASSIGNMENT

Whereas We, Donald P. Orofino II, whose residence address is 32 Bent Road, Sudbury, MA 01776, and Witek-R. Jachimczyk, whose residence address is 81 Hartness Road, Sutton, MA 01590, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled CODE GENERATION, identified by Cesari and McKenna File No. 130051-0012, the specification of which was filed on August 20, 2007, and accorded Serial Number 11/841,990; and

Whereas The MathWorks, Inc., whose address is 3 Apple Hill Drive, Natick, MA 01760, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

- 1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;
- 2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
- 4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
- 5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful

PATENT REEL: 020059 FRAME: 0095 affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

1600x + 5007

Date

Donald P. Orofino II, Inventor

Commonwealth of Massachusetts

County of M: Idlesey)ss.

On this /k day of <u>October</u>, 2007, before me appeared Donald P. Orofino II, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

MARILYN P. CARRARA
Notary Public
Commonwealth of Massachusetts
My Commission Expires Jun 12, 2009

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Maris T. Carroso
Notary Public

Oct 19 2007 Witek R. Jachimszyk, Inventor Witold Witold
Commonwealth of Massachusetts))ss. County of Middle Cet)
On this 19 day of October, 2007, before me appeared Witek R. Jachimczyk, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.
MARILYN P. CARRARA Notary Public Commonwealth of Massachusetts My Commission Expires Jun 12, 2009