

04-15-2008



2008 APR 14 AM 10:57

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

4-14-08

1. Name of conveying party(ies):  
**Phillip D. Delurgio; James Drew; Lisa Laane**

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

2. Name and address of receiving party(ies):  
Name: **M-Factor, Inc.**

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

Street Address: **2121 S. El Camino Real, 8th Floor**

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: 04/07/08; 04/07/08; 04/07/08.

City: **San Mateo** State: **CA** Zip: **94403**

Country: **USA**

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

4. Application number(s) or patent number(s):  
A. Patent Application No.(s)  
**12/040,651**

This document is being filed together with a new application.  
B. Patent No.(s)

Additional numbers attached?  No  Yes

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Blakely, Sokoloff, Taylor & Zafman LLP**

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

Street Address: **1279 Oakmead Parkway**

City: **Sunnyvale** State: **CA** ZIP: **94085**  
Phone Number: **(408) 720-8300**  
Fax Number: **(408) 720-8383**  
E-mail Address: **michael\_mallie@bstz.com**

6. Total number of applications and patents involved: **1**

7. Total Fee (37 CFR 3.41).....\$ **40.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account Number:  
**02-2666**  
(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.*

**Michael J. Mallie**  
Name of Person Signing

Signature

**04/14/2008** **MJAMA1** **00000005** **02040651**  
**01 FC:0021** **April 11, 2008**  
Date

Total number of pages including cover sheet, attachments, and document: **5**

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 US Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

Docket No. 7230P003

## ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned:

**Phillip D. Delurgio; James Drew; Lisa Laane**

hereby sell, assign, and transfer to

**M-Factor, Inc.**

a Corporation, having a principal place of business at 2121 S. El Camino Real, 8th Floor, San Mateo, California 94403 USA ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions or improvements that are disclosed in the application (provisional or non-provisional) for the United States patent which may have a declaration executed by the undersigned prior hereto or concurrently herewith and is entitled

### **SYSTEM AND METHOD FOR UPDATING FORECAST MODEL**

said patent application also identified as follows (when known):

[I/we hereby authorize an attorney or agent for said Assignee to insert below the application number and filing date of said patent application when known.]

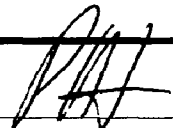
United States Patent Application Number 12/040,651 filed February 29, 2008,

and in and to said application (provisional or non-provisional) and all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said inventions or improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said inventions or improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said inventions or improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said inventions or improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said inventions or improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or legal representatives in securing and maintaining proper patent protection for said inventions or improvements and for vesting title to said inventions or improvements, and all applications for patents and all patents on said inventions or improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

**Each Inventor: Please Sign and Date Below:**

4/7/08   
Date Name: **Phillip D. Delurgio**

\_\_\_\_\_  
Date Name: **James Drew**

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Date Name: **Lisa Laane**

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Date Name:

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Date Name:

**Assignment Document Return Address:**  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP  
1279 Oakmead Parkway  
Sunnyvale, CA 94085-4040  
Telephone: (408) 720-8300

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hereby sell, assign, and transfer to

**M-Factor, Inc.**

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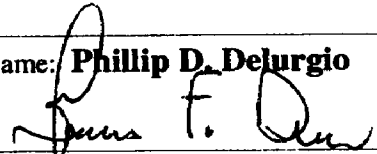
and in and to said application (provisional or non-provisional) and all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said inventions or improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said inventions or improvements; and in and to all rights of priority resulting from the filing of said United States application;

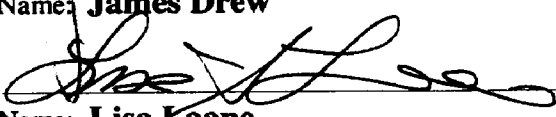
agree that said Assignee may apply for and receive a patent or patents for said inventions or improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said inventions or improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said inventions or improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or legal representatives in securing and maintaining proper patent protection for said inventions or improvements and for vesting title to said inventions or improvements, and all applications for patents and all patents on said inventions or improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

**Each Inventor: Please Sign and Date Below:**

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Date: 4/7/08 Name: **Phillip D. Delurgio**  


Date: 4/7/08 Name: **James Drew**  


Date: \_\_\_\_\_ Name: **Lisa Laane**

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

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