

# PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE:   | NEW ASSIGNMENT                  |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                      |
| CONVEYING PARTY DATA   |                                 |
| Name   | Execution Date                  |
| Jeffrey R Cobb   | 02/28/2001                      |
| RECEIVING PARTY DATA   |                                 |
| Name:  | Wily Technology, Inc.           |
| Street Address:  | 875 Mahler Road, Suite 280      |
| City:  | Burlingame                      |
| State/Country:   | CALIFORNIA                      |
| Postal Code:   | 94010                           |
| PROPERTY NUMBERS Total: 1  |                                 |
| Property Type  | Number                          |
| Application Number:  | 12400586                        |
| CORRESPONDENCE DATA  |                                 |
| Fax Number:  | (415)369-9665                   |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                 |
| Phone:   | 415-369-9660                    |
| Email:   | wgoy@vierramagen.com            |
| Correspondent Name:  | David E. Cromer                 |
| Address Line 1:  | 575 Market St., Suite 2500      |
| Address Line 4:  | San Francisco, CALIFORNIA 94105 |
| ATTORNEY DOCKET NUMBER:  | WILY-01009US1                   |
| NAME OF SUBMITTER:   | David E. Cromer                 |
| Total Attachments: 2   |                                 |
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| source=1009us1-SignedParentAssignmt#page2.tif  |                                 |

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PATENT  
REEL: 022367 FRAME: 0167

## SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Jeffrey R. Cobb,  
a resident of 131 Edgehill Drive, San Carlos, California 94070  
(hereinafter termed "Inventor"), has invented certain new and useful improvements in:

### ADDING FUNCTIONALITY TO EXISTING CODE AT EXITS

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X On the 28<sup>th</sup> day of February, 2001.

WHEREAS Wily Technology, Inc. (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 875 Mahler Road, Suite 280, Burlingame, California 94010, State of California, 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 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 of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee:

Jeffrey R. Cobb  
Jeffrey R. Cobb

State of California

County of San Mateo

On 02/28/01 before me, Minal Patel  
(name and title of officer)

personally appeared Jeffrey R. Cobb ~~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~~<sup>she</sup> executed the same in ~~his~~<sup>her</sup> authorized capacity, and that by ~~his~~<sup>her</sup> 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 Minal Patel

