

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Said TABET	08/20/2004
Mr. Randall Marvin ANDERSON	08/31/2007
RECEIVING PARTY DATA	
Name:	The MacGregor Group, Inc.
Street Address:	321 Summer Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210-1721
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11253273
CORRESPONDENCE DATA	
Fax Number:	(202)783-6031
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 783-6040
Email:	jsaxton@rfem.com
Correspondent Name:	Brian A. Tollefson
Address Line 1:	1425 K Street NW
Address Line 2:	Suite 800
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	2566-293
NAME OF SUBMITTER:	Brian A. Tollefson
Total Attachments: 4 source=assignment#page1.tif source=assignment#page2.tif	

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ASSIGNMENT OF PROPRIETARY RIGHTS AGREEMENT

ASSIGNMENT OF PROPRIETARY RIGHTS AGREEMENT, dated as of August 20, 2004 ("Effective Date") by and between **Said Tabet**, located at 24 Magnolia Road, Natick, MA 01760 (the "Professional") and **The MacGregor Group, Inc.**, located at 321 Summer Street, Boston, MA 02210 ("Macgregor").

WHEREAS, Macgregor has engaged the Professional to provide Professional Services (the "Professional Services"), pursuant to the terms of a new Professional Services Agreement made by and between Macgregor and the Professional, dated as of even date hereof (the "Professional Services Agreement").

WHEREAS, Macgregor and the Professional were parties to a "Prior Agreement" (as defined in the Professional Services Agreement), which terminated upon the Effective Date of the Professional Services Agreement.

NOW, THEREFORE, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. Notwithstanding anything in the Professional Services Agreement to the contrary, the Professional agrees that all work, ideas, designs, methods, discoveries, improvements, products or other results that were created, developed, written, conceived or made by him in connection with the Professional Services from the date the Professional first provided the Professional Services or any other services to Macgregor under the Prior Agreement, shall be considered "works made for hire" within the meaning of the copyright laws of the United States (the "Work Product") and that Macgregor is and shall be the sole author of the Work Product, and sole owner of all rights therein. Accordingly, the Professional hereby irrevocably assigns all worldwide rights, title and interest in and to the Work Product created pursuant to the Prior Agreement, or any services provided by the Professional to Macgregor prior to the date of the Professional Services Agreement (including, but not limited to, any other prior agreements between the parties) or otherwise made prior to the Effective Date of this Agreement, including, but not limited to, all patentable inventions, trade secrets and all work subject to copyright. In the event any of the Work Product is deemed not to be a "work made for hire," then the Professional hereby irrevocably assigns to Macgregor all worldwide rights, title and interest in and to the Work Product, including, but not limited to, all patentable inventions, trade secrets and all work subject to copyright. The Professional agrees to (i) execute all documents and perform all acts deemed necessary by Macgregor to evidence Macgregor's ownership of the Work Product; and (ii) assist Macgregor in obtaining, registering, maintaining and defending, at Macgregor's sole expense, all patents, copyrights, trade secret rights and other proprietary rights in and to the Work Product in any and all countries as may be determined by Macgregor. The Professional hereby irrevocably appoints Macgregor as his or her attorney-in-fact for the purpose of executing such documents in his or her name.
2. This Agreement entered into by and between the parties hereto constitutes the complete agreement between the parties with respect to the subject matter hereof, and supersedes all previous agreements or representations, written or oral, including, but not limited to, the Prior Agreement, with respect to ownership rights of the Professional Services and the Work Product. In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the Professional Services Agreement the terms and conditions set forth in this Agreement shall govern. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.
3. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed under and according to the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of laws and shall be deemed to be executed in Boston, Massachusetts. In any legal action relating to this Agreement, the parties agree to the exercise of jurisdiction over it by a state or federal court in Suffolk County, Massachusetts.

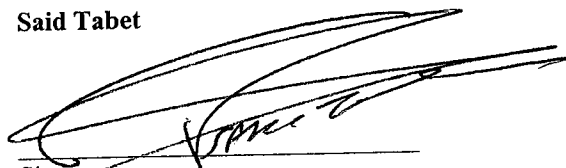
4. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed (a) if to the Professional, to the address set forth above; or (b) if to Macgregor to The MacGregor Group, Inc., 321 Summer Street, Boston, MA 02210 Attn: General Counsel. The parties may update said information upon notice to the other party.

5. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

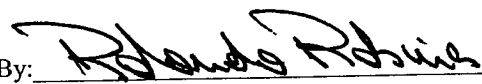
6. This Agreement shall not be transferred or assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, Macgregor shall have the right to assign this Agreement to any successor to all or substantially all of its assets and business by dissolution, merger, consolidation, transfer of assets or otherwise, or to any direct or indirect subsidiary. Subject to and without limiting the generality of the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and to their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement as of the Effective Date first written above.

Said Tabet


Signature

The MacGregor Group, Inc.

By: 

Print Name: ROLANDO RABINES

Title: CTO

This document has been reviewed and approved by
TMG Contract Dept. AMS

ASSIGNMENT

WHEREAS, WE, Randall Marvin Anderson, a citizen of the United States of America, residing at 68 Powder Hill Road, Bedford, NH 03110; Said Tabet, a citizen of the United States of America, residing at 24 Magnolia Road, Natick, MA 01760; John Doulamis, a citizen of the United States of America, residing at 2300 Commonwealth Avenue, Apt. 2-6, Newton, MA 02466; Rolando Rabines, a citizen of the United States of America residing at 49 Rowley Road, Topsfield, MA 01983, are the inventors of an invention in COMPLIANCE RULES ANALYTICS ENGINE for which we have executed an application for Letters Patent of the United States, Serial Number 11/253,273, filed October 18, 2005; and

WHEREAS, The MacGregor Group, Inc., incorporated in the state of Delaware, with a place of business at 321 Summer Street, Boston, MA 01221-1710 is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application;

NOW, THEREFORE, be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we the said Randal Marvin Anderson, Said Tabet, John Doulamis and Rolando Rabines have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said The MacGregor Group, Inc., its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of the said application for Letters Patent of the United States which are created by any law, treaty or international convention; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said The MacGregor Group, Inc., its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to said The MacGregor Group, Inc., its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said The MacGregor Group, Inc., its successors, legal representatives and assigns, at the reasonable expense of said The MacGregor Group, Inc., to obtain and enforce proper patent protection for said invention in all countries.

IN TESTIMONY WHEREOF, we hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 31. Aug - 2 2007  L.S.
Randall Marvin Anderson

Date _____ 2007 _____ L.S.
Said Tabet

Date _____ 2007 _____ L.S.
John Doulamis

Date _____ 2007 _____ L.S.
Rolando Rabines

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