

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Sean Campion</td> <td>09/18/2007</td> </tr> <tr> <td>David Messinger</td> <td>09/05/2007</td> </tr> </tbody> </table>		Name	Execution Date	Sean Campion	09/18/2007	David Messinger	09/05/2007				
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RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>TopCoder, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>703 Hebron Avenue</td> </tr> <tr> <td>City:</td> <td>Glastonbury</td> </tr> <tr> <td>State/Country:</td> <td>CONNECTICUT</td> </tr> <tr> <td>Postal Code:</td> <td>06033</td> </tr> </table>		Name:	TopCoder, Inc.	Street Address:	703 Hebron Avenue	City:	Glastonbury	State/Country:	CONNECTICUT	Postal Code:	06033
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: (617)523-1231</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 617-570-1909</p> <p>Email: jlehrer@goodwinprocter.com</p> <p>Correspondent Name: Patent Administrator-Goodwin Procter LLP</p> <p>Address Line 1: 53 State Street, Exchange Place</p> <p>Address Line 4: Boston, MASSACHUSETTS 02109</p>											
ATTORNEY DOCKET NUMBER:	TOP-018										
NAME OF SUBMITTER:	Joel E. Lehrer										
<p>Total Attachments: 4</p> <p>source=TOP-018 Executed Assignment#page1.tif</p> <p>source=TOP-018 Executed Assignment#page2.tif</p> <p>source=TOP-018 Executed Assignment#page3.tif</p>											

CH \$40.00 12145718

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PATENT
REEL: 023906 FRAME: 0239

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Sean Campion and David Messinger (hereinafter referred to as Assignors), residing at 14724 W. 83rd Place, Lenexa, Kansas 66215; and 3 Pleasant Street, West Hartford, Connecticut 06107, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in **DISTRIBUTED SOFTWARE TESTING MODEL**, set forth in a Provisional application for Letters Patent of the United States, already filed on June 26, 2007 as U.S. Application No. 60/946,285; and

WHEREAS, TopCoder, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 703 Hebron Avenue, Glastonbury, Connecticut 06033 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions 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 by these presents do 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 Provisional 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:

GOODWIN PROCTER LLP

All practitioners at Customer Number 051414

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

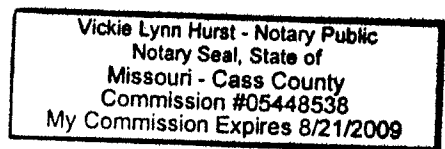
Sean G. Campion
Sean Campion

Date: 9-18-2007

United States of America)
State of Missouri) ss.:
County of Cass)

On this 18th day of September, 2007, before me
personally came Sean Campion, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Vickie Lynn Hurst
Notary Public



David Messinger

Date: _____

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, before me
personally came David Messinger, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public

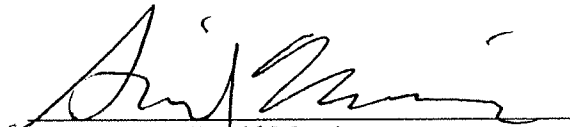
Sean Campion

Date: _____

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me
personally came Sean Campion, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

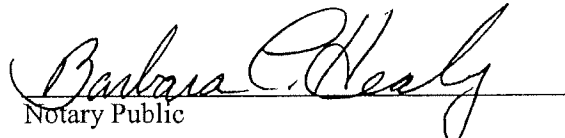
Notary Public


David Messinger

Date: 9/5/07

United States of America)
State of Connecticut) ss.: Glastonbury
County of Hartford)

On this 5th day of September, 2007, before me
personally came David Messinger, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

Barbara C. Healy
Notary Public
State of Connecticut
My Comm. Exp. 05/31/2008