

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment and Bill of Sale
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LISATEK, INC.	02/13/2003
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	COWARE, INC.
<b>Street Address:</b>	700 East Middlefield Road
<b>City:</b>	Mountain View
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94043
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	10309554
<b>Patent Number:</b>	7373638
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)938-9069
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	408-938-9060
<b>Email:</b>	wsayo@mhbpatents.com
<b>Correspondent Name:</b>	MURABITO, HAO & BARNES LLP
<b>Address Line 1:</b>	Two North Market Street, Third Floor
<b>Address Line 4:</b>	San Jose, CALIFORNIA 95113
<b>ATTORNEY DOCKET NUMBER:</b>	SNSY-1371.US
<b>NAME OF SUBMITTER:</b>	Anthony C. Murabito
<b>Total Attachments: 1</b> source=LisaTekToCoWare_Assignment&BillOfSale_20030213#page1.tif	

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**PATENT**  
**REEL: 025667 FRAME: 0434**

## EXHIBIT B

### ASSIGNMENT AND BILL OF SALE

FOR GOOD AND SUFFICIENT CONSIDERATION, the receipt of which is hereby acknowledged, LisaTek GmbH., a company organized under the laws of Germany ("Seller") hereby SELLS, TRANSFERS, ASSIGNS, CONVEYS AND DELIVERS to LisaTek, Inc., a Delaware corporation (the "Company"), all right, title and interest in and to all of the Contributed Assets, free and clear of all Liens, as such terms are defined in the Share Purchase Agreement by and among CoWare, Inc., a Delaware corporation ("Purchaser"), LisaTek GmbH, a company organized under the laws of Germany ("Seller"), LisaTek, Inc., a Delaware corporation and a wholly-owned subsidiary of Seller (the "Company"), S-VC, Dr. Heinrich Meyr, Uri Mayer, Prof. Rainer Leupers, Dr. Gerd Ascheid and Andreas Hoffman (each, a "Shareholder" and collectively, the "Shareholders"), and U.S. Bank, N.A. as Escrow Agent (the "Escrow Agent"), dated as of January 12, 2003, as amended and restated on January 24, 2003 (the "Agreement"), in accordance with, and subject to, the terms and conditions of the Agreement, which are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings provided in the Agreement.

Seller, for itself and its Affiliates, and its successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of the Company, Seller will do, or its Affiliates to, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by the Company or as required pursuant to the Agreement in order to assign, transfer, set over, convey, assure and confirm unto and vest in the Company, its successors and assigns, title to the Contributed Assets sold, assigned, conveyed, transferred and delivered by this Assignment and Bill of Sale.

This Assignment and Bill of Sale is subject to the terms and conditions of the Agreement, which are incorporated herein by reference, and shall be binding upon Seller, and its successors and assigns.

THIS ASSIGNMENT AND BILL OF SALE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF CALIFORNIA, AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES.

Date: February 13, 2003

LisaTek GmbH

By: 816

Name: HEINRICH MEYR

Title: Managing Director