

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Scott M. Davis	09/02/2004
Gary L. Huckabay	08/31/2004
Jeffrey S. Smith	08/31/2004
RECEIVING PARTY DATA	
Name:	REVIONICS, INC.
Street Address:	9840 Business Park Drive, Suite 200
City:	Sacramento
State/Country:	CALIFORNIA
Postal Code:	95827
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12014626
CORRESPONDENCE DATA	
Fax Number:	(602)274-6970
Email:	mg@patentmg.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	MESCHKOW & GRESHAM, P.L.C.
Address Line 1:	7250 N. 16TH STREET, SUITE 318
Address Line 4:	Phoenix, ARIZONA 85020-5279
ATTORNEY DOCKET NUMBER:	2356-010DIV
NAME OF SUBMITTER:	Lowell W. Gresham
Total Attachments: 4 source=2356-010_EX_Assignment_14Nov11#page1.tif source=2356-010_EX_Assignment_14Nov11#page2.tif source=2356-010_EX_Assignment_14Nov11#page3.tif source=2356-010_EX_Assignment_14Nov11#page4.tif	

OP \$40.00 12014626

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PATENT
REEL: 027222 FRAME: 0146

ASSIGNMENT

WHEREAS, SCOTT M. DAVIS, GARY L. HUCKABAY and JEFFREY S. SMITH made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled

MARKET-BASED PRICE OPTIMIZATION SYSTEM

___ issued as U.S Patent No. _____

X filed as serial no. 10/931,882 on August 31, 2004

___ filed herewith

WHEREAS, Revionics, Inc., a corporation of the State of Delaware and whose address is 9840 Business Park Drive, Suite 200, Sacramento, California 95827 and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, effective as of the date signed, we hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee; as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts

reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

IN WITNESS WHEREOF:

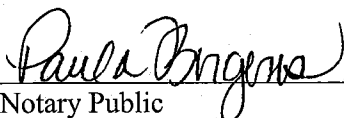
Date: 9/2/04, 2004

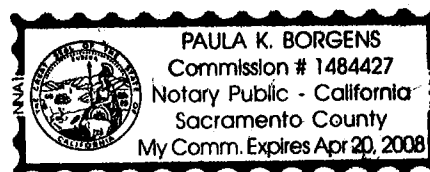

SCOTT M. DAVIS

STATE OF CALIFORNIA)
) ss.
COUNTY OF Sacramento

On September 2, 2004 before me, Paula Borgens, Notary Public, personally appeared Scott M. Davis, personally known 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/she executed the same in his/her authorized capacity and that by his/her 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.


Notary Public



IN WITNESS WHEREOF:

Date: August 31, 2004

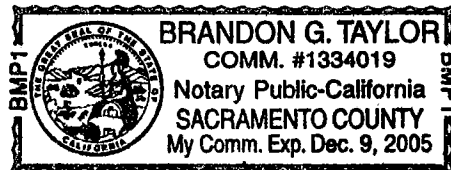
Gary L. Huckabay
GARY L. HUCKABAY

STATE OF CALIFORNIA)
COUNTY OF Sacramento) ss.

On Aug. 31, 2004 before me, Brandon G. Taylor, Notary Public, personally appeared Gary L. Huckabay personally known 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/she executed the same in his/her authorized capacity and that by his/her 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.

Brandon G. Taylor
Notary Public



IN WITNESS WHEREOF:

Date: 8-31-, 2004

Jeffrey S. Smith
JEFFREY S. SMITH

STATE OF CALIFORNIA)
) ss.
COUNTY OF Sacramento

On Aug. 31, 2004 before me, Brandon G. Taylor, Notary Public, personally appeared Jeffrey S. Smith personally known 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/she executed the same in his/her authorized capacity and that by his/her 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.

Brandon G. Taylor
Notary Public

