# 502488472 09/09/2013

## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee name previously recorded on Reel 010537 Frame 0617. Assignor(s) hereby confirms the correct Assignee name is BMC Software, Inc. rather than BMC Software.

### **CONVEYING PARTY DATA**

Name	Execution Date
James L. MARTIN Jr.	01/31/2000

### RECEIVING PARTY DATA

Name:	BMC Software, Inc.	
Street Address:	2101 CityWest Blvd.	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77042	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6418443

## CORRESPONDENCE DATA

Fax Number: 6123328352

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2024706450

Email: alison@brakehughes.com

Correspondent Name: Brake Hughes Bellermann LLP

Address Line 1: c/o CPA Global
Address Line 2: P.O. Box 52050

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	0081-056001
NAME OF SUBMITTER:	Joseph F. Key
Signature:	/Joseph F. Key, Reg. No. 44827/
Date:	09/09/2013

#### Total Attachments: 3

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(348) No. (851-011 (410-4/94)

PATENT REEL: 010637 FRAME: 0617

# ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby.

SELL, ASSIGN AND TRANSFER to <u>BMC SOPTWARE</u> (the "Assignee"), a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having its principal place of business at 2101 CityWest Blvd., Houston, TX 77042 the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith, and is entitled. Hot Spot Analysis of IMS Databases, such application and all divisional, continuing, substitute, renewal, resiste and all other applications for patent which have been or shall be filled in the United States and all foreign countries on any of such improvements, all original and resisted patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States.

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee:

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing substitute, renewal, reassue, and all other patent applications on any and all such improvements, execute all rightful oaths, declarations, assignments, powers of attorney and other papers, communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof, and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and for vesting lifte to such improvements in the Assignee;

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COVENANT AND AGREE that the above is and will be binding on the heirs. essigns, representatives and successors of the undersigned and extend to the successors.

assigns and populates of the Assigns.

(Signature)

Nappe / James L. Martin Jy

Witness:

K KIMBAQUAN WOON PUBLIC

Jeffrey C. Hood Conley, Rose & Tayon, P.C. P.O. Box 398 Austin, TX 78767-0398

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RECORDED: 02/01/2000

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