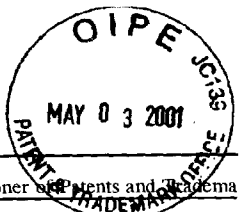


S-3-01

FORM PTO-1594  
1-31-92



05-09-2001



S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

DS

To the Honorable Commissioner of Patents and Trademarks

101710251

copy thereof.

1. Name of conveying party(ies):

SAS INSTITUTE, INC.

- Individual(s)
- General Partnership
- Corporation- North Carolina
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 26, 2001

2. Name and address of receiving party(ies):

Name: RESEARCH TRIANGLE INSTITUTE

Address: Office of Research Contracts  
P.O. Box 12194  
3040 Cornwallis Road  
Research Triangle Park, North Carolina 27709

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-North Carolina
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/271,533  
75/737,030

B. Trademark registration No.(s)

2,145,543

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Eckhard H. Kuesters  
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.  
Attorneys at Law  
Fourth Floor  
1755 Jefferson Davis Highway  
Arlington, Virginia 22202

OSMMN Ref: 204565US20SD

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): . . . . \$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 15-0030

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Eckhard H. Kuesters

Name of Person Signing

*Eckhard H. Kuesters* 5/3/01

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

05/08/2001 DBYRNE 00000062 75271533

01 FC:481  
02 FC:482

40.00 DP  
50.00 DP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

{\inform\adm\m\m\rec\cover.txt}

Refund Ref: 05/08/2001 DBYRNE 0000104934

CHECK Refund Total: \$30.00

TRADEMARK  
REEL: 002290 FRAME: 0761

Schedule 2**Assignment**

WHEREAS, SAS Institute, Inc. (SAS) is the owner, by assignment from the inventors, of the inventions described in the patents and patent applications attached hereto as Exhibit A and owns or has exclusive rights to such other intellectual property as described in Exhibit B; and

WHEREAS, Research Triangle Institute, (hereinafter referred to as "ASSIGNEE") having a place of business at: Research Triangle Park, N.C., is desirous of acquiring the entire right, title and interest in and to said inventions, Letters Patent, and such other intellectual property as described above;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, SAS does hereby sell, assign and transfer unto said ASSIGNEE, its full and exclusive right, title and interest to the said inventions and Letters Patent as listed in Schedule A, and in and to any and all divisions, reissues, continuations, substitutions and renewals thereof.

PROVIDED FURTHER, that SAS does hereby sell, assign and transfer unto said ASSIGNEE (1) its full and exclusive right, title and interest to the VIDEO REALITY and PROFILER trademarks and tradenames, including all pending applications for same, and (2) its full and exclusive right, title and interest to the other intellectual property listed in Schedule B;

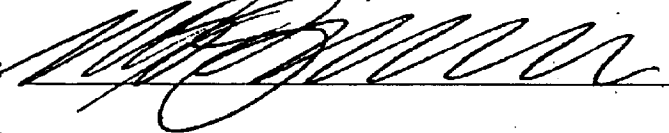
SAS hereby authorizes and requests the Patent Office Officials in the United States and its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of the entire right, title and interest in and to the same, for the sole use of said ASSIGNEE, its successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by SAS had this Assignment and Sale not been made.

Further, SAS agrees that it will communicate to said ASSIGNEE or its representatives any facts known to it respecting said invention and, when requested by and at the expense of ASSIGNEE, will provide appropriate employees to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid said ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and its territorial possessions and in any and all foreign countries.

SAS hereby covenants that it has clear and unencumbered title to the inventions identified herein and full authority to execute and fulfill the terms of this assignment.

IN WITNESS WHEREOF, SAS has executed this assignment as of the date indicated below.

SAS Institute, Inc.

By:   
 Name: \_\_\_\_\_ W. GREYSON QUARLES, JR., CPA  
 VICE PRESIDENT - FINANCE  
 Title: \_\_\_\_\_ SAS INSTITUTE INC.  
 SAS CAMPUS DRIVE  
 CARY, NC 27513-2414  
 Date: 26 JAN 01

**EXHIBIT A****SCHEDULE OF PATENTS  
AND  
PATENT APPLICATIONS**

All patents and patent applications resulting or arising directly or indirectly from U.S. Provisional Patent Application Serial No. 60/ 016,975 filed May 6, 1996, including but not limited to the following: U.S. Patent 5,959,690; U.S. Patent Application Serial Nos. 08/850,075, 09/500,901 and 09/490,847 and all divisions, continuations, continuations-in-part, reissues, reexaminations, substitutions and extensions of any of such cases, and all corresponding foreign applications and patents, if any.

**EXHIBIT B**

**SCHEDULE  
OF  
OTHER INTELLECTUAL PROPERTY**

**I. Trademark Registrations and Applications:**

**VIDEO REALITY (Reg. No. 2,145,543)**

**VIDEO REALITY Logo (Ser. No. 75/271,533)**

**PROFILER (Ser. No. 75/737,030)**

**II. Domain Name Registrations:**

**PROFILER-VR.COM**

**III. Software Copyrights and Products:**

**VIDEO REALITY/VR STUDIO**

**PROFILER-VR**