

08-21-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

HEET

Attorney Docket No. A-66446/AJT/RMA/DJC



100798139

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party:

Mohamad H. El-Batal

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name

Other: _____

2. Name and address of receiving party:

Name: Mylex Corporation

Address: 34551 Ardenwood Boulevard, Fremont CA

94555

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

Execution Date: July 31, 1998

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

If this document is being filed together with a new application, the execution date of the application is: August 7, 1998

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Douglas J. Crisman, Esq.

Address: Flehr Hobbach Test Albritton & Herbert LLP

4 Embarcadero Center

Suite 3400

San Francisco, CA 94111-4187

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed☐ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

06-1300 (Order A-66446/AJT)

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

14/13/1998 PBT/MDAC 00000013 09130965

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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.

Douglas J. Crisman
Name of Person Signing

Signature

August 7, 1998
Date

Total number of pages including cover sheet: 4

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ASSIGNMENT

WHEREAS, MOHAMAD H. EL-BATAL, residing at 4780 West 88th Place, Westminster, Adams County, Colorado; (hereinafter Inventor), has invented certain new and useful improvements in RESET DESIGN FOR REDUNDANT RAID CONTROLLERS and has executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, MYLEX CORPORATION, a corporation of the State of Delaware, having a place of business at 34551 Ardenwood Boulevard, Fremont, California 94555 hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

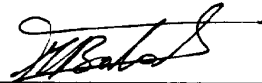
1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, their respective heirs, legal representatives and assigns.

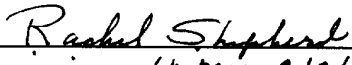
4. Said Inventor hereby warrants and represents that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the dates set forth below:

<u>7/31/98</u>	<u></u>
Date	Mohamad H. El-Batal
County of <u>Boulder</u>	,)
State of <u>Colorado</u>) ss.
State of California	.)

On this 31st day of July, in the year 98, before me, Mohamad H El-Batal, Notary Public of the State of California personally appeared Mohamad H. El-Batal personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his 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.

Signature <u></u>	(Seal)
<u>Commission expires 2/9/99</u>	