

12-22-1998

U.S. DEPARTMENT OF COMMERCE
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Attorney Docket No. A-65093/SFC

To the Honorable Commissioner of Patents

100927604

and original documents or copy thereof.

1. Name of conveying party(ies):

Commercial Data Servers, Inc.

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

3. Nature of conveyance:

☒ Assignment
☐ Security Agreement☐ Merger
☐ Change of Name

Other: _____

Execution Date: December 3, 1998

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

Name: Dr. Gene M. AmdalAddress: 165 Patricia DriveAtherton, CA 94027Additional name(s) & address(es) attached? ☐ Yes ☒ No

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: N/A

A. Patent Application No.(s)

08/985,344

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Steven F. CaserzaAddress: Flehr Hohbach Test Albritton & Herbert LLP4 Embarcadero CenterSuite 3400San Francisco, CA 94111-41876. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$40.00☒ Enclosed☒ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

06-1300

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

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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.*Steven F. Caserza
Name of Person Signing
Signature12/19/98
DateTotal number of pages including cover sheet: 3

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ASSIGNMENT

WHEREAS, the undersigned, **Commercial Data Servers, Inc.**, a corporation of the State of California, having its place of business at 385 Moffett Park Drive, Suite 210, Sunnyvale, 94089, State of California, (hereinafter termed "Assignor"), owns the entire right, title, and interest in United States Patent Application, Serial Number **08/985,344** with a filing date of **December 4, 1997** as an invention entitled "**System and Method for Multiple Chip Self-Aligning Clock Distribution**", and

WHEREAS, **Dr. Gene M. Amdahl**, of 165 Patricia Drive, Atherton, California 94027, an individual, (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 Assignor (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 Assignee to have been received in full from said Assignor:

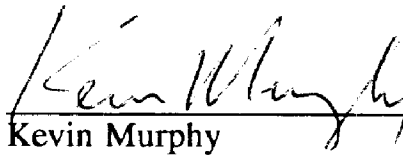
1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection 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 Assignor 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 Assignor 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 Assignor in providing such cooperation shall be paid for by said Assignee.

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

4. Said Assignor 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 Assignor has executed and delivered this instrument to said Assignee this 3rd day of Dec, 1998.



Kevin Murphy
President