

01-21-1999

FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office

M201-11-99

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To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy them if

1. Name of conveying party(ies):
Danny M. Nessellet and Wenjun Lou
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: 3Com Corporation
Street Address: 5400 Bayfront Plaza
City: Santa Clara, CA 95052-8145
Additional name(s) & address(es) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: January 5, 1999

4. Application number(s) or patent number(s): 09/228208
If this document is being filed together with a new application, the execution date of the application is: January 5, 1999

A. Patent Application No.(s): **Filed herewith**
B. Patent No.(s):
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Mark A. Haynes**
Internal Address: **FH-1-2**
Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304-1050

6. Total number of applications and patents involved: [1]
7. Total fee (37 CFR 5.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 23-2415
(Attorney Docket No.: 15886-228)

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.
Mark A. Haynes, Reg. No. 30,846 [Signature] January 11, 1999
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: [3]

01/20/1999 JWATKINS 00000142 232415 09228208
01 FC:581 40.00 CH

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

NESSETT, Danny M.
348 Wabash River Place
Fremont, CA 94555

LUO, Wenjun
40664 Witherspoon Terrace
Fremont, CA 94538

hereinafter termed "Inventors", have invented certain new and useful improvements in

**SYSTEM FOR MANAGING DYNAMIC PROCESSING
RESOURCES IN A NETWORK**

and have filed an application for a United States patent disclosing and identifying the above invention Herewith as Application No. Not Yet Assigned (hereinafter termed "application"); and

WHEREAS, 3Com Corporation, a corporation of the State of Delaware, having a place of business at 5400 Bayfront Plaza, Santa Clara, California 95052-8145, (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 jointly or severally by said Inventors (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 Inventors to have been received in full from said Assignee:

1. Said Inventors do 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 divisional, substitution, continuation, or continuation-in-part of any of said applications and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree 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 Inventors 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 reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

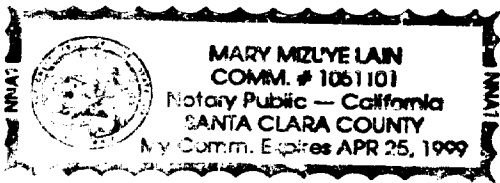
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Danny M. Nessel
Danny M. Nessel

1/5/99
Date



State of CALIFORNIA)
County of SANTA CLARA)

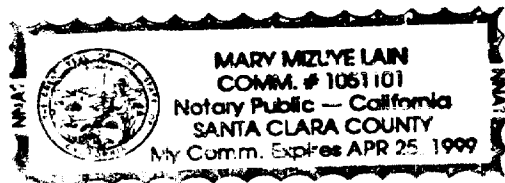
On JAN 5, 1999, before me, MARY MIZUYE LAIN, personally appeared DANNY M. NESSETT.
 personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized 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.

Mary Mizuye Lain
(Notary Public)

Wenjun Luo
Wenjun Luo

1/5/99
Date



State of CALIFORNIA)
County of SANTA CLARA)

On JAN 5, 1999, before me, MARY MIZUYE LAIN, personally appeared WENJUN LUO.
 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 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.

Mary Mizuye Lain
(Notary Public)