1/106 02-25-1999 DEPARTMENT OF COMMERCE FORM PTO-1595 (Modified) RECORDATION F OMB No. 0651-0011 (exp.4/94) Patent and Trademark Office PATEN Copyright 1994-97 LegalStar P08/REV02 100972491 Tab settings -To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Richard Crump **Todd Short** Name: Bay Networks, Inc. Internal Address: ☐ Yes 🛛 No Additional names(s) of conveying party(ies) 3. Nature of conveyance: Street Address: 4401 Great American Parkway ☐ Merger Assignment ☐ Change of Name ☐ Security Agreement \_\_\_\_\_ State: CA ZIP: 95054 City: Santa Clara □ Other Execution Date: 11/9/98 and 12/31/98 4. Application number(s) or registration numbers(s): If this document is being filed together with a new application, the execution date of the application is: B. Patent No.(s) A. Patent Application No.(s) 09/167,746 Additional numbers attached? ☐ Yes **⊠** No 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Name: Jeffrey T. Klayman 7. Total fee (37 CFR 3.41):....\$ 40.00 Internal Address: BROMBERG & SUNSTEIN LLP Enclosed - Any excess or insufficiency should be credited or debited to deposit account Authorized to be charged to deposit account Street Address: 125 Summer Street 8. Deposit account number:

DO NOT USE THIS SPACE

\_\_\_\_\_ State: MA ZIP: 02110

9. Statement and signature.

Jeffrey T. Klayman

City: Boston

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

19-4972

of the original document.

Name of Person Signing

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

ny attached

February 17, 1999
Date

PĂTÊNT

**REEL: 9777 FRAME: 0307** 

## **ASSIGNMENT**

ASSIGNOR:

Richard Crump

**Todd Short** 

ASSIGNEE:

Bay Networks, Inc.

4401 Great American Parkway

Santa Clara, CA 95054

STATE OF INCORPORATION OF ASSIGNEE: Delaware

INVENTION:

EFFICIENT RECOVERY OF MULTIPLE CONNECTIONS IN A

COMMUNICATION NETWORK

ATTORNEY DOCKET:

2204/106

SERIAL NO:

09/167,746

FILED:

October 7, 1998

Assignor is the sole inventor (if only one inventor is listed above) or a joint inventor (if more than one inventor is listed above) of the above invention (the "Invention") described in a United States patent application (the "Application") bearing the above attorney docket number and having as a title the above name for the Invention. The Application has a Patent and Trademark Office filing date and serial number as indicated above, or if no filing date and serial number are shown, has a Declaration executed by Assignor contemporaneously with this Assignment.

For valuable consideration, receipt of which is acknowledged, each Assignor hereby assigns to Assignee (which term shall include Assignee's successors and assigns), all of Assignor's right, title and interest in the Invention, all improvements therein, the Application and

-1-

all priority rights arising therefrom, and any patents, and any reissues and extensions thereof, which issue in any country upon any patent applications which correspond with any of the following: the Application, any divisional, continuation-in-whole, or substitute United States application which is based on the Application; or any continuation-in-part United States application (including divisions, continuations-in-whole or -in-part, and substitutions thereof or therefor) based in-part on any of the above described applications.

Each Assignor further agrees that such Assignor and Assignor's heirs and legal representatives will, without further consideration, cooperate with Assignee in the prosecution of all of the above applications, execute, verify, acknowledge and deliver all such further papers, including applications for patents and for reissues and extensions therefor, and instruments of assignment and transfer thereof, and will communicate any facts known to Assignor relating to the Invention, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee. Each Assignor further agrees that such Assignor will, without further compensation to Assignor during the term of such Assignor's employment by Assignee and thereafter for reasonable compensation as determined by Assignee, perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing declarations and affidavits and testifying as a witness, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee.

-2-

Date: <u>Jec 31, 1998</u>	Richard Crump, Assignor
COMMONWEALTH OF MASSACHUSETTS	)
COUNTY OF MICHIESEY	) ss. )
Before me, a notary public in and for said c Crump, to me known to be the person described in duly sworn, acknowledged his signature on the fore the same to be his free act and deed on the date wri	egoing instrument in my presence and declared
Date:	Todd Short, Assignor
COMMONWEALTH OF MASSACHUSETTS	)
COUNTY OF	) ss. )
Before me, a notary public in and for said of Short, to me known to be the person described in the sworn, acknowledged his signature on the foregoing same to be his free act and deed on the date written	he foregoing instrument, who, being first duly g instrument in my presence and declared the
	Notary Public
	My Commission Expires:
(seal)	
74235	

IN WITNESS WHEREOF, each Assignor hereby executes this instrument on the date set

forth below.

## **ASSIGNMENT**

ASSIGNOR:

Richard Crump

**Todd Short** 

ASSIGNEE:

Bay Networks, Inc.

4401 Great American Parkway

Santa Clara, CA 95054

STATE OF INCORPORATION OF ASSIGNEE: Delaware

**INVENTION**:

EFFICIENT RECOVERY OF MULTIPLE CONNECTIONS IN A

**COMMUNICATION NETWORK** 

ATTORNEY DOCKET:

2204/106

SERIAL NO:

09/167,746

FILED:

October 7, 1998

Assignor is the sole inventor (if only one inventor is listed above) or a joint inventor (if more than one inventor is listed above) of the above invention (the "Invention") described in a United States patent application (the "Application") bearing the above attorney docket number and having as a title the above name for the Invention. The Application has a Patent and Trademark Office filing date and serial number as indicated above, or if no filing date and serial number are shown, has a Declaration executed by Assignor contemporaneously with this Assignment.

For valuable consideration, receipt of which is acknowledged, each Assignor hereby assigns to Assignee (which term shall include Assignee's successors and assigns), all of Assignor's right, title and interest in the Invention, all improvements therein, the Application and

-1-

all priority rights arising therefrom, and any patents, and any reissues and extensions thereof, which issue in any country upon any patent applications which correspond with any of the following: the Application, any divisional, continuation-in-whole, or substitute United States application which is based on the Application; or any continuation-in-part United States application (including divisions, continuations-in-whole or -in-part, and substitutions thereof or therefor) based in-part on any of the above described applications.

Each Assignor further agrees that such Assignor and Assignor's heirs and legal representatives will, without further consideration, cooperate with Assignee in the prosecution of all of the above applications, execute, verify, acknowledge and deliver all such further papers, including applications for patents and for reissues and extensions therefor, and instruments of assignment and transfer thereof, and will communicate any facts known to Assignor relating to the Invention, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee. Each Assignor further agrees that such Assignor will, without further compensation to Assignor during the term of such Assignor's employment by Assignee and thereafter for reasonable compensation as determined by Assignee, perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing declarations and affidavits and testifying as a witness, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee.

-2-

IN WITNESS WHEREOF, each Assignor hereby executes this instrument on the date set forth below. Richard Crump, Assignor COMMONWEALTH OF MASSACHUSETTS ) ) ss. **COUNTY OF** ) Before me, a notary public in and for said county and state, personally appeared Richard Crump, to me known to be the person described in the foregoing instrument, who, being first duly sworn, acknowledged his signature on the foregoing instrument in my presence and declared the same to be his free act and deed on the date written above opposite his signature. Notary Public My Commission Expires: (seal) Date: \_\_1/9/98 COMMONWEALTH OF MASSACHUSETTS ) ss. **COUNTY OF** Before me, a notary public in and for said county and state, personally appeared Todd same to be his free act and deed on the date written above opposite his signature.

Short, to me known to be the person described in the foregoing instrument, who, being first duly sworn, acknowledged his signature on the foregoing instrument in my presence and declared the

Notary Public

My Commission Expires:

(seal)

74235

**RECORDED: 02/22/1999**