

MD 31099

REC

03-22-1999



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To the Honorable commissioner of Patent
Please record the attached original docu

1. Name of conveying party(ies):

David A. Carroll Gary William Kramling
John K. Fitzgerald
Kara J. Adams
Kenneth H. Potter, Jr.

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

3. Nature of conveyance:

☒ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other

Execution Dates: 02/16/99; 02/19/99; 02/22/99 and
03/08/99

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

Name: Cisco Technology, Inc.

Street Address: 170 West Tasman Drive, Building D

City: San Jose

State: CA Zip: 95134-1706

Additional 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: 02/16/99; 02/19/99; 02/22/99 and 03/08/99

A. Patent Application No.(s)

B. Patent No. (s) 0 9/266241

Additional numbers attached? _____ Yes ☒ No

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

Name: Charles J. Barbas, Esq.
CESARI AND MCKENNA, LLP
Street Address:
30 Rowes Wharf
City: Boston State: MA Zip: 02110

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

8. Deposit account no. 03-1237 (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.

Charles J. Barbas

Charles J. Barbas, Reg. No. 32,959

3/10/99
Date

Total number of pages comprising cover sheet:

PATENT
REEL: 9821 FRAME: 0673

ASSIGNMENT

Whereas We, David A. Carroll, who reside at 105 Bromfield Way, Apex, Nc 27502, John K. Fitzgerald, who reside at 103 Centerville Court, Cary, NC 27513, Kara J. Adams, who reside at 7535 Mine Valley Road, Raleigh, NC 27615, Kenneth H. Potter Jr., who reside at 5404 Amsterdam Place, Raleigh, NC 27606, and Gary William Kramling, who reside at 3203 Childers Street, Raleigh, NC 27612, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled DISTRIBUTED RING PROTOCOL AND DATABASE, identified by Cesari and McKenna File No. 112025-0106, which application was executed by us on

2/16/99, 2/19/99, 2/22/99, 2/8/99 and

Whereas Cisco Technology, Inc., whose address is 170 West Tasman Drive, Building D, San Jose, CA 95134-1706, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and

enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.


In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

2/19/99
Date

David A. Carroll
David A. Carroll, Inventor

State of North Carolina)
)ss.
County of Wake)

On this 19th day of February, 1999, before me appeared David A. Carroll, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.


Notary Public

[seal]

My Commission Expires 6-15-2003

2/16/99
Date

John K. Fitzgerald
John K. Fitzgerald, Inventor

State of North Carolina)
)ss.
County of Wake)

On this 16th day of February, 1999, before me appeared John K. Fitzgerald, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Lynn M. Bukeel
Notary Public

[seal]

My Commission Expires 6-15-2003

2/22/99
Date

Kara J. Adams
Kara J. Adams, Inventor

State of North Carolina)
)ss.
County of Wake)

On this 22 day of February, 1999, before me appeared Kara J. Adams, to me known and known to me to be the person described in and who executed the foregoing instrument, and she acknowledged the same to be her free act and deed.

Lynn M. Bukeel
Notary Public

[seal]

My Commission Expires 6-15-2003

2-12-99

Date

Kenneth H. Potter Jr.

Kenneth H. Potter Jr., Inventor

State of North Carolina)

)ss.

County of Wake)

On this 19th day of February, 1999, before me appeared Kenneth H. Potter Jr., to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Sydney M. Bueckel
Notary Public

[seal]

My Commission Expires 6-15-2003

3/8/99

Date

Gary William Kramling
Gary William Kramling, Inventor

State of North Carolina)

)ss.

County of Wake)

On this 8th day of March, 1999, before me appeared Gary William Kramling, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Sydney M. Bueckel
Notary Public

[seal]

My Commission Expires 6-15-2003