

03-24-1999



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FRONT SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

FORM PTO-1595

1-31-92

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

<p>1. Name of conveying party(ies): <u>WRD</u> Sandeep A. Patel and Claude G. Hayek <u>3-15-99</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: 3Com Corporation</p> <p>Street Address: 5400 Bayfront Plaza</p> <p>City: Santa Clara, CA 95052-8145</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>December 16, 1996</u></p>	

JC542 U.S. PTO
 09/268862
 03/15/99

4. Application number(s) or patent number(s): 09/268,862

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

A. Patent Application No.(s): Filed herewith	B. Patent No.(s):
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Kent R. Richardson Internal Address: FH-1-2 Wilson Sonsini Goodrich & Rosati 650 Page Mill Road Palo Alto, CA 94304-1050</p>	<p>6. Total number of applications and patents involved: <u>[1]</u></p>
	<p>7. Total fee (37 CFR 3.41) <u>\$40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>
	<p>8. Deposit account number: <u>23-2415</u> (Attorney Docket No.: <u>15886-342</u>)</p>

03/23/1999 JSHABAZZ 00000221 232415 09268862 DO NOT USE THIS SPACE

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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.

Kent R. Richardson, Reg. No. 39,443 March 15, 1999
 Name of Person Signing Signature Date

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

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, **Sandeep A. Patel**, having a residence at 10751 Santa Lucia Road, Cupertino, California, and **Claude G. Hayek**, having a residence at 49 Showers Drive, #F437, Mountain View, California, (hereinafter termed "Inventors"), both of the County of Santa Clara, State of California, have invented certain new and useful improvements in:

**SHARED AUTO-NEGOTIATION LOGIC FOR
MULTIPLE PORT NETWORK DEVICES**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

XX On the ____ day of _____, 19____;

Or

____ Said application having Application Number _____ and filed on the ____ day of _____, _____.

WHEREAS **3Com Corporation** (hereinafter termed "Assignee"), a corporation of California, having a place of business at *5400 Bayfront Plaza, Santa Clara, California 95052*, wishes to acquire 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 Inventors (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for 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 to 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 in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other 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; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby 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 other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing 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 complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) 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, reexamination proceedings, compulsory licensing 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 Inventor, and his or her heirs, legal representatives and assigns.

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

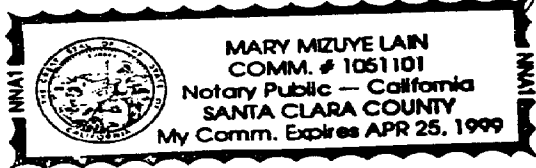
IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

(1) *Sandeep Patel*
SANDEEP A. PATEL

County of SANTA CLARA)

On 12-16-96 before me, MARY MIZUYE LAIN, NOTARY PUBLIC, personally appeared SANDEEP A. PATEL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. *Mary Mizuye Lain*
Signature



(2) *Claude G. Hayek*
CLAUDE G. HAYEK

County of SANTA CLARA)

On 12-16-96 before me, MARY MIZUYE LAIN, NOTARY PUBLIC, personally appeared CLAUDE G. HAYEK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. *Mary Mizuye Lain*
Signature

