04-26-1999

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| Please rec | ord the attached | original docum | ante or | copy thereof |

Docket No.: 2204/120

| 1. Name of conveying party(ies):  Mohan Kalkunte Jim Mangin  | Name and address of receiving party(ies):  Name: Bay Networks, Inc.  Internal Address:  |  |  |
|--|---|--|--|
| Additional names(s) of conveying party(ies)   Yes  No  | Internal Address:   |  |  |
| 3. Nature of conveyance:   |   |  |  |
| ✓ Assignment ☐ Merger   ☐ Security Agreement ☐ Change of Name   ☐ Other ☐ Other  | Street Address: 4401 Great American Parkway  City: Santa Clara State: CA ZIP: 95054     |  |  |
| Execution Date: March 22, 1999 and April 2, 1999   | Additional name(s) & address(es) attached?   Yes  No                                    |  |  |
| Application number(s) or registration numbers(s):     If this document is being filed together with a new application     A. Patent Application No.(s)   | n, the execution date of the application is:  B. Patent No.(s)                          |  |  |
| Additional numbers attacts.  5. Name and address of party to whom correspondence   | 6. Total number of applications and nateuts in already                                  |  |  |
| 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 |  |  |
| FC:581 40.00 GP  | ☐ Authorized to be charged to deposit account   |  |  |
| Street Address: 125 Summer Street  | 8. Deposit account number:  |  |  |
| City: Boston State: MA ZIP: 02110  | 19-4972   |  |  |
| DO NOT   | USE THIS SPACE  |  |  |
| 9. Statement and signature.  To the best of my knowledge and belief, the foregoing inform of the original document.   1. **To the best of my knowledge and belief, the foregoing inform of the original document.**  1. **To the best of my knowledge and belief, the foregoing inform of the original document.** | ation is true and correct and any attached copy is a true copy                          |  |  |
| Jeffrey T. Klayman   | M April 15, 1999  |  |  |
| Name of Person Signing  Total number of pages including cover sh   | Signature Date  |  |  |
|  | PATENT  |  |  |

**REEL: 9898 FRAME: 0474** 

## **ASSIGNMENT**

ASSIGNOR: Mohan Kalkunte

Jim Mangin

ASSIGNEE: Bay Networks, Inc.

4401 Great American Parkway

Santa Clara, CA 95054

STATE OF INCORPORATION OF ASSIGNEE: Delaware

<u>INVENTION</u>: SERVICING OUTPUT QUEUES DYNAMICALLY ACCORDING TO

BANDWIDTH ALLOCATION IN A FRAME ENVIRONMENT

ATTORNEY DOCKET: 2204/120

**SERIAL NO:** 09/248,155

FILED: February 9, 1999

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-

forth below. Mohan Kalkunte, Assignor STATE OF ) ss. **COUNTY OF** Before me, a notary public in and for said county and state, personally appeared Mohan Kalkunte, 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: 4/2/99 STATE OF **COUNTY OF** Before me, a notary public in and for said county and state, personally appeared Jim Mangin, 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)

-3-

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RECORDED: 04/19/1999

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

PATENT REEL: 9898 FRAME: 0477