

519-99

06-02-1999



101051475

FORM PTO-1595

1-31-92

101051475
DECLARATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies):

Haim Rochberger

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

3. Nature of conveyance:

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

Execution Date: May 3, 1999

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

4. Application number(s) or patent number(s):

69315212

If this document is being filed together with a new application, the execution date of the application is: May 3, 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: **David J. Weitz**
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 3.41) \$40.00
☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 23-2415
(Attorney Docket No.: 23005-710)

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.

David J. Weitz, Reg. No. 38,362
Name of Person Signing

David J. Weitz
Signature

May 19, 1999
Date

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

ASSIGNMENT

WHEREAS, I,

<u>Inventor Name</u>	<u>Address</u>	<u>Nationality</u>
Haim Rochberger	9/6 Hagra St., Netanya 42520, Israel	Israel

**METHOD OF DISTRIBUTING NETWORK RESOURCES FAIRLY BETWEEN
USERS IN AN ASYNCHRONOUS TRANSFER MODE NETWORK**

described in an application for Letters Patent filed herewith by me, and

WHEREAS,

3Com Corporation
M/S 1308
5400 Bayfront Plaza
Santa Clara CA 95052-8145

undivided One Hundred Percent (100%) of the entire right, title and interest in and to the said inventions, applications and Letters Patent, when granted, and in and to any divisions, continuations, continuations-in-part, improvements, reissues or extensions that may be granted on any of them;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by the said Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the Assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, an undivided One Hundred Percent (100%) of the entire right, title and interest throughout the world in and to the said inventions, applications, Letters Patent, when granted, and in and to any divisions, continuations, continuations-in-part, improvements, reissues or extensions that may be made or granted on any of them;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by me had this sale and assignment not been made.

For the consideration aforesaid, I hereby covenant and agree to and with the said Assignee, its successors and assigns what whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise of, or any other proceeding or action in connection with said application or inventions, including interference proceedings, is lawful and desirable, or that a reissue or continuation, continuation-in-part or extension of said Letters Patent is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the reissue of continuation, continuation-in-part or extension of

same, and will do all acts necessary or required to secure to the said Assignee, its successors and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense.

AND the Commissioner of Patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.

For the consideration aforesaid, I have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, an undivided One Hundred Percent (100%) of the entire right, title and interest in and to any and all Letters Patent for said inventions which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent which may be filed for said inventions in countries foreign to the United States, and in and to the inventions described in said applications; and I hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said inventions in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such applications, and where said applications may be filed by other than the inventor; and I hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said inventions in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successor, assigns or nominees, but at its or their expense.

x 3
Haim Rochberger

Witnessed By: x [Signature] Date: x 5.3.99

Witnessed By: x [Signature] Date: x 5.3.99