ET **ENT** 

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To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

L. Assignors:

Subram Narasimhan 19425 Via Real Drive Saratoga, CA 95070

Mark Stemm 770 Santa Barbara Berkeley, CA 94705

**Curtis Allred** 10198 Peninsula Avenue Cupertino, CA 95014

Hari Balakrishnan 120 Wildwood Street Winchester, MA 01890

2. Assignee:

Kaveri Networks, Inc. 1731 Technology Drive, Suite 600 San Jose, CA 95110

3. Execution Date of Assignment of Entire Interest in Patent Application: 6 October 1999

4. Execution Date of Declaration for Patent Application: 6 October 1999

4A.Patent Application No.: 09/326,105

4B.Patent Number:

5. Correspondence address: Thomas J. McFarlane

LUMEN

426 Lowell Avenue Palo Alto, CA 94301

6. Total Number of applications and Patents involved: 1

7. Total fee (37 CFR 3.41): \$40

8. Statement and signature:

To the best of my knowledge and belief, the information contained herein is true and correct, and any attached copy is a true copy of the original document.

Letternest Meters Thomas J. McFarlane

Reg. No. 39,299

Date: 11/22/91

telephone: (650) 321-6630

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

PATENT REEL: 010407 FRAME: 0157

Attorney Docket No: PIC-101

## ASSIGNMENT

THIS ASSIGNMENT, by

## SUBRAM NARASIMHAN, CURTIS ALLRED, MARK STEMM, AND HARI BALAKRISHNAN

(hereinafter referred to as the Assignors), residing at Saratoga, California; Cupertino, California; Berkeley, California; and Winchester Massachusetts, respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

## REMOTE MONITORING AND CONTROL OF EQUIPMENT OVER COMPUTER NETWORKS USING A SINGLE WEB INTERFACING CHIP

for which application no. 09/326,105 filed 6/4/99 for Letters Patent

WHEREAS.

## Kaveri Networks, Inc.

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of CALIFORNIA, SAN JOSE, CALIFORNIA 95110, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

- 1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
- 2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
- 3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

Assignment, Page 1 of 3

PATENT REEL: 010407 FRAME: 0158

- 4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.
- 5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.
- 6 Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: $8/2 \le 691$	Subram Narasimhan
State: California County: Santa	Clara
Subscribed and sworn to before me on this 3	day of August 19 99
HEATHER BEDY Comm. #1160015 NOTARY PUBLIC - CALIFORNIA SANTA CLARA COUNTY	1
Comm. Exp. Oct. 31, 2001	Motary Public
	Notary Public 🔾
Date: <u>July</u> 30, 1999	Curtis Allred
State: Calcherned County: Santa	Clara
Subscribed and sworn to before me on this	C day of July , 19 99
HEATHER BEDY Comm. #1160015 COMM. #1160015 COMM. #1160015 COMM. Exp. Oct. 31, 2001	Deather Bedy
	Notary Public

Date: Dury Du 1999 March	とない Mark Stemm
State: Coliforn a County: Sunfec Clara Subscribed and sworn to before me on this O day of	
HEATHER BEDY	
Comm. #1160015 NOTARY PUBLIC - CALIFORNIA O SANTA CLARA COUNTY Comm. Exp. Oct. 31, 2001	Thather Body Notary Public
	A 1 8
Date: Cotcher ( 1944) Mari Ba	Laushnan Hari Balakrishnan
State: Nine Fortunt 11 (County: MIDDLESC)	_
Subscribed and sworn to before me on this day of	: October , 19 99

Maria T. Sensale, Notary Public My Commission Expires March 15, 2002

Notary Public

Assignment, Page 3 of 3

**RECORDED: 11/29/1999** 

PATENT REEL: 010407 FRAME: 0160