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FORM PTO-1595



FORM COVER SHEET  
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U.S. DEPARTMENT OF COMMERCE

1-31-92

101256715

Patent and Trademark Office

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

1. Name of conveying party(ies):

- (1) SHARI J. NOLAN
- (2) JEFFREY S. NESPOR
- (3) GEORGE W. HARRIS, JR.
- (4) JERRY PARKER LANE
- (5) ALAN R. MERRELL
- (6) RICHARD A. LAGUEUX, JR.
- (7) MICHAEL G. PANAS

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

CONVERGENET TECHNOLOGIES, INC.  
2222 TRADE ZONE BOULEVARD  
SAN JOSE, CA 95131-1835

jc542 U.S. PTO  
09/482213



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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Additional name(s) & address(es) attached?

Yes  No

Execution Date: (1) 4 JANUARY 2000; (2) 4 JANUARY 2000;  
(3) 5 JANUARY 2000; (4) 4 JANUARY 2000;  
(5) 3 JANUARY 2000; (6) 5 JANUARY 2000;  
(7) 3 JANUARY 2000.

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:

(1) 4 JAN 2000; (2) 4 JAN 2000; (3) 5 JAN 2000; (4) 4 JAN 2000; (5) 3 JAN 2000; (6) 5 JAN 2000; (7) 3 JAN 2000.

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached?  Yes  No

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

Mark A. Haynes  
Haynes & Boffel LLP  
P.O. Box 366  
Half Moon Bay, CA 94019

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: 50-0869  
(Attorney Docket No.: CVNT 1016-1)

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.

Mark A. Haynes Reg. No. 30,846  
Typed Name, Registration Number

Signature

12 January 2000  
Date

Total number of pages including cover sheet, attachments and document: [5]

**JOINT TO CORPORATE  
ASSIGNMENT**

WHEREAS, the undersigned,

- |  |   |
|--|---|
| (1) Shari J. Nolan<br>3470 Pinnacle Dr.<br>San Jose, CA 95132        | (2) Jeffrey S. Nespor<br>2720 Corte Vera Cruz<br>Pleasanton, CA 94566 |
| (3) George W. Harris, Jr.<br>327 View St.<br>Mountain View, CA 94041 | (4) Jerry Parker Lane<br>4829 Tonino Dr.<br>San Jose, CA 95136        |
| (5) Alan R. Merrell<br>48835 Chenin Blanc Dr.<br>Fremont, CA 94539   | (6) Richard A. Lagueux, Jr.<br>11 Pinewood Road<br>Hudson, NH 03051   |
| (7) Michael G. Panas<br>24567 Leona Drive<br>Hayward, CA 94542       |   |

hereinafter termed "Inventors", have invented certain new and useful improvements in

**STORAGE DOMAIN MANAGEMENT SYSTEM**

and have filed an application for a United States patent disclosing and identifying the above invention on \_\_\_\_\_ as Application No. \_\_\_\_\_, OR are filing an such application herewith, and have executed an oath or declaration of inventorship for such application on:

- (1) the 4<sup>th</sup> day of January, 2000;
- (2) the 4<sup>th</sup> day of January, 2000;
- (3) the 5<sup>th</sup> day of January, 2000;
- (4) the 4<sup>th</sup> day of JANUARY, 2000;
- (5) the 3<sup>rd</sup> day of January, 2000;
- (6) the 5<sup>th</sup> day of January, 2000;
- (7) the 3<sup>rd</sup> day of January, 2000;

(hereinafter termed "application"); and

WHEREAS, **ConvergeNet Technologies, Inc.**, a corporation of **California**, having a place of business at 2222 Trade Zone Blvd., San Jose, CA 95131-1835 (hereinafter termed "Assignee"), is desirous of acquiring 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 jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of 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 unto 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 for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally 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 foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use 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 Inventors, their respective heirs, legal representatives and assigns.

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

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.



Shari J. Nolan

1/4/00

Date

State of )

County of )

On \_\_\_\_\_, 2000, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_,

personally known to me or  proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

Jeffrey S. Nespor  
Jeffrey S. Nespor

1/4/00  
Date

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2000, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,  
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his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

George W. Harris, Jr.  
George W. Harris, Jr.

1/5/00  
Date

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2000, before me, \_\_\_\_\_,  
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behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

Jerry Lane  
Jerry Parker Lane

1-4-00  
Date

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2000, before me, \_\_\_\_\_,  
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behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

Alan R. Merrell  
Alan R. Merrell

1/3/2000  
Date

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2000, before me, \_\_\_\_\_,  
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his/her signature on the instrument the person or the entity upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

Richard A. Lagueux, Jr.  
Richard A. Lagueux, Jr.

1/5/2000  
Date

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2000, before me, \_\_\_\_\_,  
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behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

Michael G. Panas  
Michael G. Panas

1/3/00  
Date

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2000, before me, \_\_\_\_\_,  
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\_\_\_\_\_  
(Notary Public)