

08-02-2000

PATENT



101420657

RECORDATION FORM COVER SHEET  
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7.27.00

TO: The Commissioner of Patents and Trademarks : Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non- Recordation)
- Document ID # \_\_\_\_\_
- Correction of PTO Error
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Conveyance Type

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

U.S. Government

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- Departmental File
- Secret File

Attorney Docket No: 42390.P8220

Conveying Party (ies)

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12/26/99

Name (1st party) Netboost Corporation

Name (2nd party) \_\_\_\_\_

Name (3rd party) \_\_\_\_\_

Name (4th party) \_\_\_\_\_

Receiving Party

Mark if additional names of receiving parties attached

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1) Intel Corporation

Name (line 2) \_\_\_\_\_

Address (line 1) 2200 Mission College Boulevard

Address (line 2) \_\_\_\_\_

Address (line 3) Santa Clara California 95052  
City State/Country Zip Code

Domestic Representative Name and Address

(Complete only if receiving party is not domiciled in the United States)

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

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PATENT

REEL: 010955 FRAME: 0986

**Correspondent Name and Address**

**Area Code and Telephone Number** 503-684-6200

Name Aloysius T.C. AuYeung

Address (line 1) BLAKELY SOKOLOFF TAYLOR & ZAFMAN, LLP

Address (line 2) Seventh Floor

Address (line 3) 12400 Wilshire Boulevard

Address (line 4) Los Angeles, CA 90025

**Pages** Enter the total number of pages of the attached conveyance document. # 5

**Application Number (s) or Patent Number (s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number (s)**

**Patent Number (s)**

09/097,858  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Month Day Year

If this document is being filed together with a **new** Patent Application, enter the date the patent application was signed by the first named executing inventor.

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a PCT \_\_\_\_\_ PCT \_\_\_\_\_ PCT \_\_\_\_\_  
U.S. Application Number has not been assigned. PCT \_\_\_\_\_ PCT \_\_\_\_\_ PCT \_\_\_\_\_

**Number of Properties**

Enter the total number of properties involved. # 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed  Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

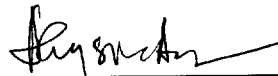
Deposit Account Number: # 02-2666

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.*

Aloysius T.C. AuYeung 35,432



6-21-2002

Name of Person Signing

Registration No.

Signature

Date

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# intel

## CERTIFICATE

I, Patrice C. Scatena, hereby certify:

1. That I am the duly elected, qualified and acting Assistant Secretary of Intel Corporation, a Delaware corporation (the "Corporation");
2. That I have charge of the company records and minutes of the Corporation, and that these company records and minutes show:

That Netboost Corporation, a Delaware corporation, ("Netboost") was a wholly owned subsidiary of this Corporation until its dissolution on December 26, 1999; and

That attached hereto as Exhibit A is a complete, true and correct copy of the Assignment of the tangible and intangible assets and liabilities of Netboost Corporation to this Corporation, effective as of December 26, 1999.

**IN WITNESS WHEREOF**, I have executed this certificate on June 12, 2000.

  
Patrice C. Scatena, Assistant Secretary

# ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT

NetBoost Corporation, a Delaware corporation having its principal place of business at \_\_\_\_\_ ("Transferor"), in exchange for consideration received from Intel Corporation, a corporation with an address at 2200 Mission College Blvd., Santa Clara, California 95052 ("Transferee"), such consideration consisting of all of the shares of common stock of Transferor held by Transferee, hereby transfers, assigns, conveys and delegates unto Transferee, its successors and assigns, all of the right, title and interest of Transferor in and to the following assets and liabilities, effective as of the 26<sup>th</sup> day of December 1999 at 12:01 A.M.:

All assets and liabilities of Transferor, of every kind, including but not limited to the contracts listed on Schedule A attached hereto and all other tangible and intangible assets.

TO HAVE AND TO HOLD the same unto Transferee, its successors or assigns, forever, and Transferor does hereby covenant and agree that it will from time to time, if requested by Transferee, its successors or assigns, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered to Transferee or its successors or assigns, such and all further acts, transfers, assignments, powers and assurances of title, and additional papers and instruments and/or cause to be done all acts or things as often may be proper or necessary for better assuring, conveying, transferring or assigning all of the assets hereby conveyed, transferred or assigned, and effectively to carry out the intent hereof, and to vest the entire right, title and interest of Transferor in and to all of the said assets, and Transferor will warrant and defend the same to Transferee, its successors and assigns, forever against all claims or demands whatsoever. Transferor hereby appoints Transferee, its officers, agents, successors and assigns as attorneys-in-fact for Transferor and hereby grants power of attorney, with full power of substitution, to such attorneys-in-fact to perform any of the foregoing acts or things and execute, acknowledge and deliver any of the foregoing agreements, instruments and documents, on behalf of Transferor. The power of attorney set forth herein is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor and such power of attorney, being coupled with an interest, shall not be revoked by the filing of the Certificate of Dissolution of the Transferor with the Delaware Secretary of State.

Transferee hereby accepts the foregoing transfer, assignment, conveyance and delegation by Transferor of all assets, and assumes and agrees to perform and satisfy all obligations and liabilities transferred pursuant to this Assignment, Bill of Sale and Assumption Agreement.

IN WITNESS WHEREOF, Transferor and Transferee have caused this instrument to be executed by a duly authorized individual as of this 26<sup>th</sup> day of December 1999.

**TRANSFEROR**

NETBOOST CORPORATION

By: Patrice C Szatena

Title: Secretary

**TRANSFEEEE**

INTEL CORPORATION

By: Patrice C Szatena

Title: Asst. Sec.

**ASSIGNMENT OF STOCK OF NETBOOST CORPORATION TO NETBOOST CORPORATION**

Effective the 26<sup>th</sup> day of December 1999 at 12:01 A.M., for value received, the undersigned sells, assigns and transfers unto NetBoost Corporation One Thousand (1,000) shares of the common stock of NetBoost Corporation, standing in the name Intel Corporation in the books of NetBoost Corporation, and does hereby irrevocably appoint \_\_\_\_\_ to transfer the said stock on the books of NetBoost Corporation with full power of substitution in the premises.

Dated as of December 26, 1999

INTEL CORPORATION

By: Patricio C Scalera

Title: Asst. Sec.

**Exhibit A**

**NetBoost Agreements List**

**License, Development, OEM Agreements**

Addison Wesley Longman, Inc.: License Agreement; 05/01/1998  
Ascend: OEM Agreement; 02/26/1999  
Avnet: Custom Product Development and Production Agreement; 02/06/1998  
Avnet: Purchase and Sale Agreement; 06/03/1999  
Cadence: Software License Agreement; 04/21/1998  
Cadence: Software Maintenance Agreement; 04/21/1998  
Cadence: Electronic Transmission Agreement; 04/24/1998  
Hi/fn, Inc.: Memorandum of Understanding; 03/23/1999  
Netscout Systems, Inc.: OEM Purchase and License Agreement; 04/17/1998  
Sand Microelectronics: Core Site License Agreement; 12/16/1997  
Sand Microelectronics: Model Site License Agreement; 12/16/1997  
Secure Computing Corp.: Evaluation Agreement; EXPIRES 12/31/1999  
Secure Computing Corp.: Software/Application Development Agreement; 01/16/1999  
Sequel Technology Corp.: Software/Application Development Agreement; 06/11/1998  
Axent Technologies, Inc.: Strategic Partnership Agreement; 07/30/1999  
LSI Logic Design Tools License Agreement Additional Products Addendum, dated 11/21/97.

**Building lease.**

South Bay/Copley Joint Venture: Lease Agreement for 1350 Villa St. Mountain View, CA; 04/16/1998

**Employment/Consulting Agreements.**

Jeffrey Fritz: Proprietary Information, Inventions and Consulting Agreement; 01/26/1998  
K2 Logic, Inc.: Proprietary Information, Inventions and Consulting Agreement; 04/15/1999 until 04/1/2000  
Randy H. Katz: Consulting Services Agreement; 06/01/1998 until 06/01/2000  
Steve Smaha: Consulting Services Agreement; 06/01/1998 until 06/01/2002  
James J. Tafoya: Proprietary Information, Inventions and Consulting Agreement; 06/08/1998 until 06/01/2000  
Woodside Software: Consulting Services Agreement; 06/30/1999 until 06/30/2000