

03-12-2001

HEET



101633937

To the Honorable commissioner of F

Please record the attached original

## 1. Name of conveying party(ies):

Guy C. Fedorkow

Gary S. Muntz

2.22.01

Additional name(s) of conveying

party(ies) attached? Yes ☒ No

## 3. Nature of conveyance:

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

Execution Date: 2/10/2001, 2/16/2001

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

Name: Cisco Technology, Inc.

Street Address: 170 West Tasman Drive

Building D

City: San Jose

State: CA Zip: 95134-1706

Additional name(s) & address(es)  
attached? Yes ☒ No

1036 U.S. PTO

09/790970

02/22/01

## 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: 2/10/2001 and 2/16/2001

A. Patent Application No.(s)

B. Patent No. (s)

09/790970

Additional numbers attached? Yes ☒ No5. Name and address of party to whom  
correspondence concerning document should be  
mailed: Charles J. Barbas

Name: Cesari and McKenna

Street Address: 88 Black Falcon Ave.

City: Boston State: MA Zip: 02210

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  
account8. Deposit account no. 03-1237 (Attach duplicate  
copy of this page if paying by deposit account)

03/02/2001 SS1TH1B1 00000015 09790970

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40.00 DP

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## 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.

Charles J. Barbas

2/22/01

Name of Person Signing Signature

Date

Charles J. Barbas, Reg. No.: 32,959

Total number of pages comprising cover sheet:

## ASSIGNMENT

Whereas We, Guy C. Fedorkow, whose residence address is 20 Overlook Drive, Bedford, MA 01730, and Gary S. Muntz, whose residence address is 71 Grassland Street, Lexington, MA 02421 have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled Apparatus and Technique for Conveying Per-Channel Flow Control Information to a Forwarding Engine of an Intermediate Network Node, identified by Cesari and McKenna File No. 112025-0442, which application was executed by us on 2/16/01 2/10/01; and

Whereas Cisco Technology, Inc., whose address is 170 West Tasman Drive, Building D, San Jose, CA 95134-1706, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful

affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

Feb 13, 2001  
Date

Guy C. Fedorkow  
Guy C. Fedorkow, Inventor

Commonwealth of Massachusetts )  
 )ss.  
County of Middlesex )

On this 13th day of February, 2001, before me appeared Guy C. Fedorkow, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Patricia E. White  
Notary Public

my commission expires: 11-2-2001

[seal]

2/10/01

Date

Gary S. Muntz  
Gary S. Muntz, InventorCommonwealth of Massachusetts )  
County of Middlesex )ss.  
)

On this 10<sup>th</sup> day of February, 2001, before me appeared Gary S. Muntz,  
to me known and known to me to be the person described in and who executed the  
foregoing instrument, and he acknowledged the same to be his free act and deed.

Jerod R. Colley  
Notary Public

JEROD R. COLLEY  
Notary Public  
My Commission Expires  
August 30, 2007

[seal]