

05-04-2001



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☒ New

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☐ Correction of PTO Error

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Conveyance Type

☒ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other

Attorney Docket No. SCAL.P0005

Conveying Party (ies)

☐ Mark if additional names of conveying parties attached

Execution Date

MMDDYYYY

Name (1st party) COATES, Joshua L.

02262001

Name (2nd party) BOZEMAN, Patrick E.

02262001

Name (3rd party) PATTERSON, David A.

02262001

Name (4th party)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Scale Eight, Inc.

Name A Delaware Corporation

Address 625 Second Street, Suite 201

Address

Address San Francisco, CA 94107

City

State/Country

Zip Code

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

Domestic Representative

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

Name

Address

Address

Address

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05/03/2001 EABUBAK1 00000084 501128 09753221

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011747 FRAME: 0101

Correspondent Name and Address

Name: John Stattler
Address: Stattler Johansen & Adeli LLP
P.O. Box 51860
Palo Alto, California 94303-0728
Telephone Number: (650) 934-0470, ext. 100
Fax Number: (650) 934-0475

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

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)

09753221

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. MMDDYYYY

*

Patent Cooperation Treaty (PCT)

Enter PCT application number(s) only if a U.S. Application Number has not been assigned.

Number of Properties

Enter the total number of properties involved

1

Fee Amount

Fee Amount for Propeties Listed (37CFR3.41) \$

40.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

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

Deposit Account Number:

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50 1128

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.

John Stattler

Name of Person Signing



Signature

4/27/01

Date

JOINT INVENTORS TO CORPORATION ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) Joshua L. Coates, a resident of Orinda, California;
- (2) Patrick E. Bozeman, a resident of San Francisco, California; and
- (3) David A. Patterson, a resident of Kensington, California;

have invented certain new and useful improvements in:

A DISTRIBUTED STORAGE CLUSTER ARCHITECTURE

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

☐ On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature.

Or

☒ Said application having SC/Serial Number 09/753,221 and filed on December 29, 2000.

WHEREAS Scale Eight, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 625 Second Street, Suite 201, San Francisco, California, wishes to acquire 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, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to 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 in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any

of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all 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 other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing 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 complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing 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, the said Inventors have executed this instrument on the date of acknowledgement as given below and delivered this instrument to said Assignee.

(1) 
Joshua L. Coates

2/26/01
Date

(2) 
Patrick E. Bozeman

2/26/01
Date

(3) _____
David A. Patterson

Date




of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all 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 other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing 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 complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing 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.

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(1)	 _____ Joshua L. Coates	_____ Date
(2)	 _____ Patrick E. Bozeman	_____ Date
(3)	 _____ David A. Patterson	<u>2/26/01</u> Date