



05-16-2001



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RECORDATION FORM COVER SHEET

PATENTS ONLY

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PATENT

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

Submission Type

- 4-3001**
- (X) New
- () Resubmission (Non-Recordation)
- Document ID#
- () Correction of PTO Error
- Reel # Frame #
- () Corrective Document
- Reel # Frame #

Conveyance Type

- (X) Assignment () Security Agreement
- () License () Change of Name
- () Merger () Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

- () Departmental File () Secret File

Conveying Party(ies)

() Mark if additional names of conveying parties attached

Name (line 1) Structured Internetworks, Inc.

Name (line 2)

Execution Date
Month Day Year
8 25 2000

Address (line 1) 3031 Tisch Way, Suite 603

Address (line 2)

Address (line 3) San Jose, CA 95128
city State/Country Zip Code

Receiving Party

() Mark if additional names of receiving parties attached

Name (line 1) Hi/fn, Inc.

Name (line 2)

Address (line 1) 750 University Avenue

Address (line 2)

Address (line 3) Los Gatos, CA 95032-7695
city State/Country Zip Code

() 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.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Dov Rosenfeld

Address (line 1) 5507 College Avenue, Suite 2

Address (line 2) Oakland, California, 94618

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

05/01/2001 0000016 0891404

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00.00 00

PATENT
REEL: 011791 FRAME: 0415

Correspondent Name and Address

Name Dov Rosenfeld
Address (line 1) Inventek
Address (line 2) 5507 College Avenue
Address (line 3) Suite 2
Address (line 4) Oakland, CA 94618
Telephone No. +1-510-547-3378

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MAY 03 2001
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Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 12

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)

08/914,043

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.

Month Day Year

Patent Cooperation Treat (PCT)

Enter PCT application number
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 Properties Listed (37 CFR 3.41): \$ 40

Method of Payment:

Enclosed (X)

Deposit Account ()

Deposit Account

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

Deposit Account Number: # 50-0292

Authorization to charge additional fees: Yes (X) 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.

Dov Rosenfeld

Name of Person Signing

Signature

Date

April 26, 2001

**TECHNOLOGY PURCHASE AGREEMENT****(Bandwidth management Source and Verilog code)**

This Agreement ("Agreement") is entered into as of August __, 2000 ("Execution Date") by and among STRUCTURED INTERNETWORKS, a California corporation having its principal place of business at 3031 Tisch Way, Suite 603, San Jose, California 95128 ("SI"), and HI/FN, INC., a Delaware corporation having its principal place of business at 750 University Avenue, Los Gatos, California 95032 ("HI/FN").

WHEREAS, SI desires to sell and HI/FN desires to purchase certain intellectual property rights described more fully herein;

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants, agreements and conditions contained herein, the parties hereto agree as follows:

SECTION 1**DEFINITIONS**

1.1 "Intellectual Property Rights" shall mean (i) all United States and foreign letters patent and applications for letters patent, industrial models, industrial designs, utility models, certificates of invention, and other indicia of invention ownership, including any such rights granted upon any reissue, division, continuation or continuation-in-part applications now or hereafter filed; (ii) all trade secret rights arising under any laws; (iii) all United States and foreign copyright rights and all other literary property and author rights, renewals thereof; (iv) all United States and foreign semiconductor mask work rights, and all copyrights and copyrighted interests and mask works and registrations and renewals thereof; (v) all know-how, inventions, proprietary rights and show-how, whether or not protectable by patent, copyright, mask work right or trade secret right; (vi) all United States and foreign trademarks, trade names, service marks, logos and goodwill associated therewith and any registrations or applications for registration thereof; and (vii) any license rights to any of the foregoing.

1.2 "Company Intellectual Property Rights" shall mean all Intellectual Property Rights identified in Exhibit A attached hereto and all other Intellectual Property Rights necessary for or used in the manufacture, use, sale, or other distribution of all products and technology of the Business, including products and technology in development. This shall include all specifications, drawings, designs, implementations, software source codes, Verilog source code, firmware, printed circuit boards, complete systems with chassis, and decal artworks, circuit schematics, formulas or other data, parts lists, technical information/testing procedures, and any other information necessary to allow HI/FN to use and modify the items listed on Exhibit A hereto.

1.3 "Business" shall mean the bandwidth management activities of SI.

1.4 "Confidential Information" shall have the meaning given that term in Section 5 of this Agreement.

SECTION 2

ASSIGNMENT

2.1 General. In consideration of the purchase price paid by HI/FN, SI hereby sells, transfers, assigns, conveys and delivers to HI/FN, and HI/FN hereby purchases from SI, all proprietary ownership and all other rights, title and interest in and to the Company Intellectual Property Rights.

2.2 Purchase Price. The purchase price (the "Purchase Price"), which shall be paid to SI at the Closing (as defined in Section 3.2 hereof) shall be the cash value of 500,000 shares of Appitude common stock as converted to HI/FN stock according to the terms of the Agreement and Plan of Reorganization signed between Appitude and HI/FN on May 12, 2000.

2.3 Further Assurances. In order to perfect HI/FN's right, title and interest in and to the Company Intellectual Property Rights, SI shall deliver to HI/FN upon request an Assignment of Copyright, Assignment of Trademark and Assignment of Patent in forms acceptable to HI/FN. In addition, upon request by HI/FN at any time, SI shall execute all documents and instruments and do all other things deemed necessary or useful by HI/FN in establishing, perfecting, prosecuting and defending HI/FN's proprietary rights in the Company Intellectual Property Rights. In particular but not by way of limitation, SI shall do all things reasonably requested by HI/FN, including without limitation the furnishing of information and execution of documents, the filing of which with governmental authorities is prerequisite to the statutory establishment or recordation of assignment of the Company Intellectual Property Rights.

2.4 Waiver of Moral Rights. SI hereby waives any and all moral rights, including any right to identification of authorship that SI (or its employees, agents or consultants) has or may have in the Company Intellectual Property Rights.

SECTION 3

CONDUCT PRIOR TO CLOSING; CLOSING; CONDITIONS TO CLOSING; TERMINATION

3.1 Conduct of Business. During the period from the Execution Date and continuing until the earlier of the termination of this Agreement in accordance with its terms or the Closing, SI agrees (except to the extent that HI/FN shall otherwise consent in writing), to carry on business in the usual, regular and ordinary course in substantially the same manner as heretofore conducted, and to pay or perform other obligations when due. SI shall promptly notify HI/FN of any event or occurrence that may adversely affect the Company Intellectual Property Rights. SI shall not, without the prior written consent of HI/FN (which consent shall not be unreasonably withheld), among other things:

(i) enter into any material inbound license agreement with respect to the Intellectual Property Rights of any third party to be incorporated in or used in connection with the Company Intellectual Property Rights or enter into any material outbound license agreement with respect to any of the Company Intellectual Property Rights with any third party;

(ii) propose or enter into an agreement with any person, other than HIFN providing for the possible acquisition, transfer or disposition (whether by way of merger, purchase of capital stock, purchase of assets or otherwise) of any material portion of the capital stock or assets of SI; or

(iii) enter into any material contract related to the Company Intellectual Property Rights;

(iv) take, or agree in writing or otherwise to take, any of the actions described in Sections 3.1(a) through (c) above, or any other action that would prevent SI from performing or cause SI not to perform its covenants hereunder.

3.2 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall, subject to the satisfaction or waiver of the closing conditions set forth in Sections 3.3, take place on August 25, 2000 (the "Closing Date") at the offices of HIFN, or at such other place and time as may be agreed upon by the parties.

3.3 Conditions to Obligations of HIFN. The obligations of HIFN to effect the transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing of the following conditions, any of which may be waived, in writing, exclusively by HIFN:

(i) **Representations, Warranties and Covenants.** The representations and warranties of SI in this Agreement were true and correct when made and shall be true and correct in all respects on and as of the Closing as though such representations and warranties were made on and as of the Closing and SI shall have performed and complied with all covenants and obligations of this Agreement required to be performed and complied with by it as of the Closing.

(ii) **Claims.** There shall not have occurred any claims (whether or not asserted in litigation) which may adversely affect the consummation of the transactions contemplated hereby.

(iii) **No Material Adverse Effect.** There shall not have occurred any material adverse effect on the Company Intellectual Property Rights.

(iv) **Instruments of Transfer.** All actions to be taken by SI in connection with consummation of the transactions contemplated hereby and all certificates, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to HIFN and shall have been completed or delivered to HIFN, as applicable, prior to the Closing.

(v) **Merger with Aptitude, Inc.** The pending merger between Aptitude, Inc., a California corporation, and HIFN shall be legally effective under applicable law.

3.4 Termination. Except as provided in Section 3.5, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

- (i) by mutual consent of HIFN and SI;
- (ii) by HIFN or SI if (i) the Closing has not occurred by August 25, 2000; (ii) there shall be a final nonappealable order of a federal or state court in effect preventing consummation of the transactions contemplated hereby; or (iii) there shall be any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the transactions contemplated hereby by any governmental entity that would make consummation illegal;
- (iii) by HIFN if there shall be any action taken, or any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the transactions contemplated hereby by any governmental entity, which would: (i) prohibit HIFN's ownership or operation of any portion of the Company Intellectual Property Rights or (ii) compel HIFN to dispose of or hold separate all or a portion of the Company Intellectual Property Rights as a result of the transactions contemplated hereby; or
- (iv) by HIFN if it is not in breach of its obligations under this Agreement and there has been a breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of SI and such breach has not been cured within ten (10) calendar days after written notice to SI; provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured.

3.5 Effect of Termination. In the event of termination of this Agreement as provided in Section 3.4, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of HIFN or SI, or their respective officers, directors or stockholders, provided that each party shall remain liable for any breaches of this Agreement prior to its termination; provided further that, the provisions of Section 5, 6 and this Section 3.5 shall remain in full force and effect and survive any termination of this Agreement.

SECTION 4

REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

SI hereby makes the following present and continuing representations and warranties to HIFN:

4.1 Title. Immediately prior to the Execution Date, SI owns all right, title and interest in and to the Company Intellectual Property Rights that are delivered to HIFN.

4.2 Authority. SI represents that all corporate action necessary for the authorization, execution and delivery of this Agreement by SI and the performance of its obligations hereunder has been taken.

4.3 Claims. The Company Intellectual Property Rights is not the subject of any administrative, arbitral, court or governmental proceeding in which SI's right, title or interest in or to

the Company Intellectual Property Rights is at issue. SI has no knowledge (which shall include due inquiry) of any claim by any third party, whether or not such claim has been asserted against SI, under which SI's right, title or interest in and to the Company Intellectual Property Rights is at issue.

4.4 Encumbrances. Immediately prior to the Execution Date, the Company Intellectual Property Rights is not the subject of any security interest, assignment, mortgage, deed of trust, lien, charge, assessment, adverse claim or other encumbrance or preferential arrangement with the practical effect of any of the foregoing.

4.5 Licenses. Immediately prior to the Execution Date, the Company Intellectual Property Rights is not the subject of any licenses by or to SI.

4.6 Embodiments. As of the thirtieth (30th) day after the Execution Date at least one copy of all original writings, materials and reproductions which embody, or are embodied in, the Company Intellectual Property Rights shall have been or will have been delivered to HI/FN.

4.7 Infringement. The possession and use of the Company Intellectual Property Rights by HI/FN will not infringe upon any intellectual or other property right of any third party. To the best knowledge of SI (which shall include due inquiry) no third party is infringing upon any Company Intellectual Property Rights or any right therein or thereto.

4.8 Conflict. The execution, delivery and performance of this Agreement and the transactions contemplated herein will not breach, violate or conflict with any instrument or agreement with any third party other than an instrument executed or agreement entered into by HI/FN after the Execution Date.

SECTION 5

INDEMNITY

SI agrees to indemnify, defend and hold HI/FN harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that HI/FN shall incur or suffer that arise or result from or relate to any breach of SI's representations and warranties, provided that HI/FN notifies SI of any such claim and permits SI to participate in the defense thereof with counsel of SI's choosing. The indemnity in this Section 5 shall survive until the first anniversary of the Closing. SI's liability under this Section 5 shall not exceed the amount of the Purchase Price.

SECTION 6

CONFIDENTIALITY

6.1 Confidentiality. "Confidential Information" consists of (i) any information designated as confidential, (ii) the Company Intellectual Property Rights and all information related thereto, and (iii) any information relating to HI/FN's or SI's product plans, product designs, product costs, product prices, product names, finances, marketing plans, business opportunities, personnel, research, development or know-how, whether in writing or transmitted orally, except such

3.4 Termination. Except as provided in Section 3.5, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

- (i) by mutual consent of HIFN and SI;
- (ii) by HIFN or SI if (i) the Closing has not occurred by August 25, 2000; (ii) there shall be a final nonappealable order of a federal or state court in effect preventing consummation of the transactions contemplated hereby; or (iii) there shall be any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the transactions contemplated hereby by any governmental entity that would make consummation illegal;
- (iii) by HIFN if there shall be any action taken, or any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the transactions contemplated hereby by any governmental entity, which would: (i) prohibit HIFN's ownership or operation of any portion of the Company Intellectual Property Rights or (ii) compel HIFN to dispose of or hold separate all or a portion of the Company Intellectual Property Rights as a result of the transactions contemplated hereby; or
- (iv) by HIFN if it is not in breach of its obligations under this Agreement and there has been a breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of SI and such breach has not been cured within ten (10) calendar days after written notice to SI; provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured.

3.5 Effect of Termination. In the event of termination of this Agreement as provided in Section 3.4, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of HIFN or SI, or their respective officers, directors or stockholders, provided that each party shall remain liable for any breaches of this Agreement prior to its termination; provided further that, the provisions of Section 5, 6 and this Section 3.5 shall remain in full force and effect and survive any termination of this Agreement.

SECTION 4

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4.2 Authority. SI represents that all corporate action necessary for the authorization, execution and delivery of this Agreement by SI and the performance of its obligations hereunder has been taken.

4.3 Claims. The Company Intellectual Property Rights is not the subject of any administrative, arbitral, court or governmental proceeding in which SI's right, title or interest in or to

information which the parties agree in writing is not confidential. Confidential Information in oral form shall be considered proprietary only to the extent it is reduced to writing and transmitted to the receiving party, identified as proprietary, within 30 days after the oral disclosure. Notwithstanding the foregoing, the disclosing party shall not be required to reduce to writing any Confidential Information presented in oral form which is otherwise referenced in materials provided by SI to H/VFN marked as containing proprietary information. Each party shall use Confidential Information owned by the other solely for implementing its respective rights under this Agreement. Effective upon the assignment described in Section 2.1 above, the Company Intellectual Property Rights and all other confidential Information related to the Business shall become Confidential Information owned by H/VFN, and except as provided in Section 2.2, SI shall have no right to use or disclose such Confidential information.

6.2 Limitations on Access. Any Confidential Information owned by a party shall be protected by the other party from disclosure to others with at least the same degree of care as that which is accorded to its own proprietary information, but in no event with less than reasonable care. Each party hereby consents to the disclosure of its Confidential Information to the employees of the other as is necessary in order to allow the other party to perform this Agreement and obtain the benefits hereof, provided that each such employee is bound by a written confidentiality agreement protecting such Confidential Information.

6.3 Exceptions. The foregoing restrictions will not apply to information that (i) is known to the receiving party at the time of disclosure to the receiving party (provided that this exclusion shall not apply to Confidential Information which shall become the property of H/VFN pursuant to this Agreement), (ii) has become publicly known through no wrongful act of the receiving party, or (iii) has been approved for release by written authorization of the disclosing party.

6.4 Employee Agreements. Each party shall obtain the execution of proprietary non-disclosure agreements with its employees, agents and consultants having access to Confidential Information of the other party, and shall diligently enforce such agreements.

6.5 Remedies. Any breach of the restrictions contained in this Section 6 is a breach of this Agreement which will cause irreparable harm to the nonbreaching party entitling the non breaching party to injunctive relief in addition to all legal remedies.

SECTION 7

GENERAL PROVISIONS

7.1 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, without reference to conflict of laws principles.

7.2 Jurisdiction. For any dispute arising out of this Agreement, the parties consent to personal and exclusive jurisdiction of and venue in the state and federal courts within Santa Clara County, California.

7.3 Modification. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

7.4 Notices. Any required notices hereunder shall be given in writing at the address of each party set forth above, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, and shall be deemed served when delivered or, if delivery is not accomplished by reason or some fault of the addressee, when tendered.

7.5 Descriptive Headings. The headings of the several sections of this Agreement are intended for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

7.6 Entire Agreement. This Agreement constitutes the entire and exclusive Agreement between the parties hereto with respect to the Assignment of Company Intellectual Property Rights and supersedes and cancels all previous registrations, agreements, commitments and writings in respect thereof.

7.7 Counterparts. This Agreement may be executed in counterpart, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

7.8 Assignment. The rights and liabilities of the parties hereto will bind and inure to the benefit of their successors, executors or administrators; provided that SI may not assign or delegate its obligations under this Agreement either in whole or in part, without prior written consent of HLFN. HLFN shall be entitled to assign this Agreement to a successor to all or substantially all of its assets, whether by sale, merger or otherwise. Any permitted assignee or transferee shall agree in writing to comply with all the terms and restrictions contained in this Agreement. Any attempted assignment in violation of the provisions of this Section 7.8 will be void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of date first above written.

HLFN, INC.

By: [Signature]

Name: R. J. FARNHAM
(Print)

Title: PRESIDENT + CEO

STRUCTURED INTERNETWORKS

By: [Signature]

Name: NAI-YU PAI
(Print)

Title: DIRECTOR

EXHIBIT A

The following items are a part of the Company Intellectual Property Rights as defined in the attached Agreement titled "Technology Purchase Agreement (Bandwidth management Source and Verilog code)"

The following deliverables and any other items not listed but a part of the Company Intellectual Property Rights should be delivered to Apptitude.

1. Filesafe server computer containing all released codes including
 - o 10Mb bandwidth manager firmware source
 - o 100Mb bandwidth manager firmware source
 - o GUI source
2. Hardware server containing
 - o 10Mb bandwidth manager schematic
 - o 100Mb bandwidth manager schematic
 - o 10Mb VHDL source
 - o 100Mb Verilog source
 - o Reverse program for formatting the compiled code for the FPGA
 - o Source for PALs in 10Mb and 100Mb boxes
3. Three (3) each 10MB and 100Mb bandwidth management chassis/systems to be used for test purposes.
4. Microsoft Developer disk set for compilers/environments
5. Orcad disks
6. Altera Max Plus disks
7. Patent transfer
8. Documentation for:
 - o 10Mb and 100Mb bandwidth management boxes

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C:\My Documents\Agreements, Contracts\Apptitude Bandwidth Mgt7-21.doc (11621)

- o All source (HW, FW and SW)
- o Engineering and marketing product specs
- o White papers on product limitations and planned enhancements
- o How to build the firmware, the FPGA code and load it into a box
- o Manuals for box and GUI usage
- o Password decryption
- o Presentation package
- o Any and all patent documentation applicable to the Company Intellectual Property Rights

NOTE: The intent is to retrieve the entire, self contained, package of Company Intellectual Property Rights that was delivered to Taiwan when Structured Internetworks was shut down.

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MAY 1 1999
DEPT. OF JUSTICE

Main Information

Name: Structured Internetworks
ID: 11 Routing Location: DOM
Version: 1 Sequence: 64

Transaction

Value Date: 09/05/00
Currency Code: USD Payment Type: FED
Transaction Amount: 1,048,730.00 Debit Amount: \$1,048,730.00
Minimum: 0.00 Exchange Rate: 1.000000
Maximum: 999,999,999.99 Contract Number: 0

Ordering Party

HI/FN, INC.
3300107225
750 UNIVERSITY AVE
LOS GATOS, CA 95032

Originator Bank
SILICON VALLEY
121140399

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MAY 09 2001

OFFICE OF THE ATTORNEY GENERAL

Beneficiary Information

Structured Internetworks, Inc.
5400029810
3031 Tisch Way
San Jose, CA 95128

Beneficiary Bank
General Bank
122037841
San Jose Branch
1708 Oakland Road, #400
San Jose, CA 95131

Intermediary Information

1-800-422-5455

Comments

Sender To Receiver Info:

Internal Comments:

Details of Payment (OBI): 500,000 Shares \$2.09746/share

Charges Borne By Beneficiary: No

Status

Status: Rejected Status Date: 09/01/00 11:13:00
Ref:
Approval Count: 1

User Information

Composed By: 3000 09/01/00 11:00:46
Approval 1 By: 5000 09/01/00 11:20:24
Sent By: 5000 09/01/00 11:20:47
Rejected On: 09/01/00 11:13:00
Ref: VAL DATE INVALID