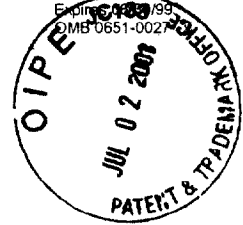


07-12-2001

PATENT



101774306

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

Submission Type

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Name (line 1)

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01 FC:581 40.00 CH

**Correspondent Name and Address**      **Area Code and Telephone Number**

**Name**

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

**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)		
<input type="text" value="09/799,579"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 Treaty (PCT)**

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

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

**Number of Properties**      Enter the total number of properties involved.      #

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

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:      #

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.*

Wayne O. Stacy            7/2/01

Name of Person Signing      Signature      Date

## ASSIGNMENT

**Glen D. Tindal**, 5331 Wells Fargo Drive, Colorado Springs, CO 80918 (hereinafter referred to as "Assignor") has made an invention(s) relating to certain new and useful improvements in:

**GLOBAL GUI INTERFACE FOR NETWORK OS**

set forth in an application for Letters Patent of the United States, which is a

- (1) [ ] provisional application  
 (a) [ ] to be filed herewith; or  
 (b) [ ] bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_;  
 or
- (2) [ X ] non-provisional application  
 (a) [ ] having an oath or declaration executed on \_\_\_\_\_ prior to filing of application; or  
 (b) [ ] to be filed herewith; or  
 (c) [ X ] bearing Application No. 09/799,579, and filed on March 6, 2001;  
 and

WHEREAS, **Continuum Networks, Inc.**, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 90 South Cascade Ave., Suite 500, Colorado Springs, CO 80903 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully

and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the date of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 2/9/01

By: [Signature]  
Glen D. Tindal

State of: Colorado

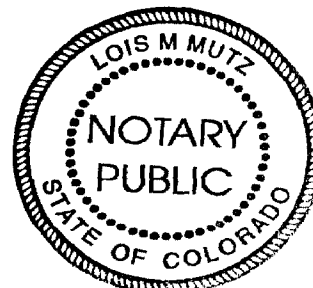
County of: El Paso

The preceding Assignment was acknowledged before me this 9 day of February, 2001 by Glen D. Tindal.

[Signature]

Notary Public

My Commission Expires: **MY COMMISSION EXPIRES**  
**06/01/2004**



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