

10-19-2001



101879054

Docket No.: 01-200

FORM PTO-1595

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties:
Mallikarjunan Mahalingam
Walter A. Wallach
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: 3Com Corporation
Internal Address:
Street Address: 5400 Bayfront Plaza
City: Santa Clara State: CA Zip: 95052
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
[X] Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: February 1, 1999 and February 24, 1999

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:
A. Patent Application No.(s)
08/943,379
Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Timothy R. Baumann, Reg. No. 40,502
Internal Address:
Company Name: MCDONNELL BOEHNEN HULBERT & BERGHOFF
Street Address: 300 SOUTH WACKER DRIVE
City: Chicago State: IL ZIP: 60606

6. Total number of applications and patents involved:
7. Total Fee (37 CFR 3.41)\$40.00
[X] Enclosed - any excess or insufficiency should be credited or debited to the deposit account. A duplicate copy of this sheet is enclosed for this purpose.
 Authorized to be charged to deposit account
8. Deposit account number: 13-2490

DO NOT USE THIS SPACE

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.
Timothy R. Baumann
Printed Name of Person Signing
Signature
Date: October 4, 2001
Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

PATENT
REEL: 012250 FRAME: 0438

ASSIGNMENT

WHEREAS, the undersigned,

MAHALINGAM, Mallikarjunan
550 Mansion Park Drive, #106
Santa Clara, CA 95054

and

WALLACH, Walter A.
1449 Ravenswood Drive
Los Altos, CA 94024

hereinafter termed "Inventors", have invented certain new and useful improvements in

**MEANS FOR ALLOWING TWO OR MORE NETWORK INTERFACE
CONTROLLER CARDS TO APPEAR AS ONE CARD TO AN OPERATING SYSTEM**

and have filed an application for a United States patent disclosing and identifying the above invention as filed on 1 October 1997, having serial number 08/943,379; and

WHEREAS, 3Com Corporation, a corporation of the State of Deleware, having a place of business at 5400 Bayfront Plaza, Santa Clara, Califronia 95052, (hereinafter termed "Assignee"), is desirous of acquiring 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, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

1. Said Inventors do hereby sell, assign, transfer and convey unto 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 for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any 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 foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use

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, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of California)
)
County of Santa Clara)

On February 24, 1999, before me, Doris Zimmermann personally appeared Mallikarjunan Mahalingam

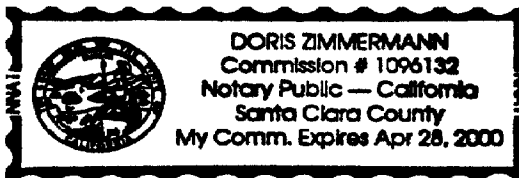
personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

M. Mahalingam
Mallikarjunan Mahalingam

02/24/99
Date

WITNESS my hand and official seal.

[Signature]
(Notary Public)



State of California)
)
County of)

On _____, 1999, before me, _____
personally appeared _____

Walter A. Wallach

personally known to me or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to the
within instrument and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the instrument the
person or the entity upon behalf of which the person acted, executed the
instrument.

Date

WITNESS my hand and official seal.

(Notary Public)

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550 Mansion Park Drive, #106
Santa Clara, CA 95054

and

WALLACH, Walter A.
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IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of California)
County of *Santa Clara* }

On _____, 1999, before me, _____
personally appeared _____.

personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Public)

Mallikarjunan Mahalingam

Date

State of California)

County of Santa Clara)

Walter A. Wallach
Walter A. Wallach

On Feb 1 1999, before me, Patricia A. Cyester
personally appeared Walter A. Wallach

2/1/99
Date

personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Patricia A. Cyester
(Notary Public)

