

10-23-2001

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DEPARTMENT OF COMMERCE

10.17.01

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereto:	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Harry V. Paul	Name: Inrange Technologies Corporation
	Internal Address:
Additional name(s) of conveying party(ies) attached?Yes <u>X_No</u>	
3. Nature of conveyance:	
X Assignment Merger	Street Address: 100 Mount Holly By-Pass
Security Agreement Change of Name	
Other	City: Lumberton State/Country: NJ ZIP: 08048-0440
Execution Date: October 3, 2001	Additional name(s) & address(es) attached? _ Yes X No
4. Application number(s) or patent number(s):	
If the document is being filed together with a new application, the execution date of the application is:	
A. Patent Application No(s).	B. Patent No(s).
S.N. 09/922,591	
	1
Additional numbers	attached? Yes X No
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved: <u>1</u>
concerning document should be mailed:	7. Total fee (37 CFR 3.41) \$40.00
Name: PEPPER HAMILTON LLP	X Enclosed
Internal Address:	Authorized to be charged to deposit account
Street Address: 600 Fourteenth Street, N.W.	8. Deposit account number:
	50-0436
City: Washington State: DC ZIP:20005-2004	
DO NOT USE THIS SPACE	
Statement and signature. To the best of my knowledge and belief, the foregoing informa	tion is true and correct and any attached copy is a true copy of the
original document.	in 19/mi
Dennis P. Cawley, Registration No. 44,598 Name and Registration No. of Person Signing	Signature
Total number of pages:3	
CMB No. 0851-0011 (exp. 4/94)	

DC: #202568 v1 (4C@W01!.DOC) 14296-2061
(0/28/2001 _*UELLEY 00000182 0952853.
): F0:581

Docket No.: 114296.2061 Customer No.: 21269

ASSIGNMENT

WHEREAS I, Harry V. Paul, having an address of 155 Marne Avenue, Haddonfield, NJ 08033, ("Assignor"), have made a certain new and useful invention as set forth in an application for United States Letters Patent entitled FIBRE CHANNEL ARCHITECTURE, executed by me on the date of execution of this document, as shown below, and filed concurrently herewith;

OR

for which an application for United States Letters Patent was filed on August 3, 2001, and identified by United States Serial No. 09/922,591;

AND WHEREAS, Inrange Technologies Corporation, having an address of 100 Mount Holly By-Pass, Lumberton, NJ 08048-0440, ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention, including the right to claim priority under 35 U.S.C. §119 and the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

PATENT REEL: 012262 FRAME: 0284 Docket No.: 114296.2061

AND Assignor requests the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

COUNTY OF Burlingen

On this <u>Just</u> day of <u>Oct</u>, 2001, before me personally appeared <u>Harry V. Paul</u> to me known to be the persons named in and who executed the above instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

My commission expires April 32, 2004

DC: #200571 v1 (4@RF01!.DOC) 114296-2061

DEBRA L. MONAHAN TOTARY PUBLIC OF NEW JERSEY

My Commission Expires April 22, 2004