

01-23-2002

Form PTO-1595 (Rev. 03/01)

REI

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

101955736

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

1. Name of conveying party(ies):

Hoofnagle, Wayne S.

Janky, Sena E.R.

01/09/02

2. Name and address of receiving party(ies)

Name: Fluke Networks, Inc.

Internal Address: Legal Dept.

PTO 29/153645

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Street Address: 6920 Seaway Blvd.

City: Everett State: WA Zip: 98203

Execution Date: January 9, 2002

Additional name(s) & address(es) attached? Yes No

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 01-09-02

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: George T. Noe, Reg. No. 26,967

Internal Address: Legal Dept.

Fluke Networks, Inc.

Street Address: 6920 Seaway Blvd.

City: Everett State: WA Zip: 98203

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

06-1375

(Attach duplicate copy of this page if paying by deposit account)

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.

George T. Noe, Reg. No. 26,967

Name of Person Signing

Signature

January 9, 2002

Date

01/23/2002 DBYRNE 00000206 061375 29153645

01 FC:581

40.00 CH

Total number of pages including cover sheet, attachments, and documents: 4

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

PATENT REEL: 012477 FRAME: 0011

ASSIGNMENT

WHEREAS, We, Wayne S. Hoofnagle and Sena E.R. Janky, hereinafter referred to as "Inventors", citizens of the United States, whose post office address are 10231 161st Pl. NE, Redmond, WA 98052 and 23822 SE 30th St., Sammamish, WA 98075, respectively, have invented certain new and useful improvements on a NETWORK CONNECTIVITY TESTER as described in an application for Letters Patent of the United States of America, executed by us on the 9th day of January, 2002. (File No. 0677).

AND WHEREAS, Fluke Networks, Inc., hereinafter referred to as the "said COMPANY", a corporation duly organized, incorporated and existing under the laws of the State of Washington, and having a place of business at 6920 Seaway Boulevard, Everett, Washington 98203 U.S.A., is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to said invention, inventions or improvements, and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefor;

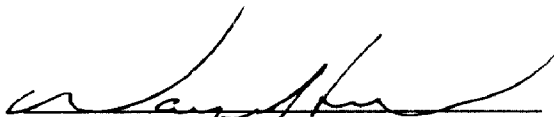
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that We, the Inventors, for good and valuable considerations, the receipt and sufficiency of which We hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to our invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additional or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements, TO HAVE AND TO HOLD the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND We do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

AND We do hereby covenant and warrant that We have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that We have not executed and will not execute any instruments in conflict herewith.

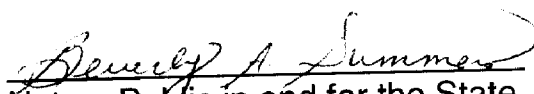
AND We, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that we, our executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to said invention, inventions or improvements, application or applications, patents, rights, titles, benefits, privileges, and advantages hereby sold, assigned, confirmed, transferred and conveyed.

IN WITNESS WHEREOF, I, Wayne S. Hoofnagle, have read and signed this document the 9th day of January, 2002.


Wayne S. Hoofnagle

State of Washington)
) ss.
County of Snohomish)

BE IT KNOWN, that on this 9th day of January, 2002, personally appeared Wayne S. Hoofnagle, to me known and known to me to be the individual described in and who executed the foregoing assignment and he acknowledged to me that he executed the same.


Notary Public in and for the State
of Washington residing in Stanwood.
My Commission Expires:
May 20, 2003

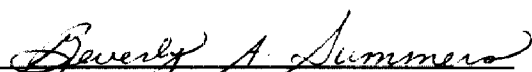
(SEAL)

IN WITNESS WHEREOF, I, Sena E.R. Janky have hereunto set my hand and seal this
9th day of January, 2002.


Sena E.R. Janky

State of Washington)
) ss.
County of Snohomish)

BE IT KNOWN, that on this 9th day of January, 2002, personally appeared Sena E.R. Janky, to me known and known to me to be the individual described in and who executed the foregoing assignment and she acknowledged to me that she executed the same.


Notary Public in and for the State
of Washington residing in Stanwood.
My Commission Expires:
May 20, 2003

(SEAL)