

01-29-2002

1.2202



FORM-PTO-1595 T. 101962017 RECORDATION PATENTS ONLY Atty. Docket: 13222-00056 1-31-92

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

1. Name of conveying party(ies): James R. Blodgett Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies): Name: SOMA Networks, Inc.

DomseticAddress: Suite 2000, Wharfside Bldg. China Basin Landing, 185 Berry Street, San Francisco, California 94107

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: January 15, 2002

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

4. Application number(s) or patent number(s): 10/016,691 If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) 10/016,691 Additional numbers attached? [] Yes [X] No

B. Patent Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Katten Muchin Zavis, Patent Admin. 525 West Monroe Street, Suite 1600 Chicago, Illinois 60661-3693 Telephone No.: (312) 902-5200 Facsimile No.: (312) 902-1061

6. Number of applications and patents involved: One (1)

7. Total fee (37 C.F.R. § 3.41): \$ 40.00 [] Enclosed [X] Authorized to be charged to deposit account

8. Deposit account number: 50-1710 (Attach duplicate copy of this page if paying by deposit account.)

01/28/2002 4480001 00000198 501710 10016691 FD/561

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.

Richard P. Bauer, Reg. No. 31,588 Name of Person Signing

Signature

January 22, 2002 Date

Total number of pages including cover sheet, attachments, and documents: 5

ASSIGNMENT

BETWEEN

**James R. Blodgett
and
SOMA Networks, Inc.**

1. DEFINITIONS

- a) "Assignor" means:
- i) James R. Blodgett, an individual having a place of residence at 73 Castle Rock Road, Walnut Creek, California 94598, United States of America.
- b) "Assignee" means SOMA Networks, Inc., a California corporation having a place of business at Suite 2000, Wharfside Bldg. China Basin Landing, 185 Berry Street, San Francisco, California, 94107 United States of America, including its successors and assigns.
- c) "Invention" means an invention made by the Assignor for which a US Provisional Patent application entitled, "Apparatus and Method for Controlling Adaptive Circuits" was filed in the USPTO on August 12, 2001 and assigned serial number 60/311,358 and for which a U.S. patent application entitled, "Apparatus and Method for Controlling Adaptive Circuits" was filed in the USPTO on December 17, 2001.
- d) "Rights to the Invention" means, without limitation, all rights, titles, interests and claims of any nature in and to:
- i) the Invention for Canada, the United States of America and all other foreign jurisdictions;
 - ii) all Patent Applications for the Invention for Canada, the United States of America and all other foreign jurisdictions ("Patent Applications");
 - iii) all Letters Patent that may be obtained for the Patent Applications ("Issued Patents");
 - iv) all continuations, continuations-in-part, re-examinations, reissues, requests for continued examination (RCE) and divisions of the Patent Applications and/or Issued Patents; and,
 - v) the right to claim priority under International Convention and/or Treaties for the Patent Applications and/or Issued Patents.

2. BACKGROUND

- a) The Assignee wishes to acquire the Rights to the Invention from the Assignor.

- b) Each of the parties agrees to be bound by the provisions of this Assignment.
- c) This Assignment replaces and supersedes any prior Assignments, whether oral or in writing, made between the parties, or any of them.

3. THE INVENTION

- a) In addition to other good and valuable consideration, Assignee paid in hand the sum of one dollar (\$1.00) to Assignor for the Rights to the Invention.
- b) Assignor hereby acknowledges the receipt and sufficiency of the consideration received from the Assignee.
- c) Assignor hereby sells, assigns and transfers to the Assignee, its successors and assigns, the Assignor's Rights to the Invention.
- d) Assignor hereby authorizes and requests the Commissioner of Patents for Canada to issue Canadian Letters Patent for the Invention to the Assignee, for Assignee's sole use and benefit, to the full end of the term for which Canadian Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.
- e) Assignor hereby authorizes and requests the Commissioner of Patents (or the equivalent) for such other jurisdictions where Assignee files applications for the invention, to issue Letters Patent in that jurisdiction for the Invention to the Assignee, for the Assignee's sole use and benefit, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.
- f) Assignor hereby undertakes without liability at any time upon request to do everything legally possible to assist the Assignee in the filing and prosecution of any patent application relating to the Invention in any jurisdiction, to sign such documents and do such things as may be required to give effective legal and registered title of the Assignee to the Invention in any jurisdiction, all without further consideration but at the expense of the Assignee.

4. APPLICABLE LAW AND INTERPRETATION

- a) This Assignment is governed and is to be construed and enforced in accordance with the internal laws of the Province of Ontario.
- b) The invalidity or unenforceability of any provision of this Assignment will not affect the validity or enforceability of any other provision and the Assignment will be construed as if such invalid provision were omitted.
- c) The parties agree that there are no representations, warranties, collateral Assignments or conditions affecting this Assignment other than as expressed in this Assignment.
- d) The provisions of this Assignment are for the benefit of and are binding on the parties and their respective heirs, executors, administrators and assigns.

soma
 NETWORKS
 185 Berry Street, Suite 2000
 San Francisco, CA 94107

STATEMENT BY WITNESS

Signed in the presence of:

Jennifer Waldman

Having a Full Postal Address of:

I hereby declare that I was personally present and did see:

JAMES R. BLODGETT

who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature

Jennifer Waldman

STATEMENT BY WITNESS

Signed in the presence of:

Having a Full Postal Address of:

I hereby declare that I was personally present and did see:

R. DOUGLAS KNEEBONE

who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature _____

SIGNATURE OF JAMES R. BLODGETT

James R. Blodgett
JAMES R. BLODGETT

1/15/02

Date of Execution

**SIGNATURE ON BEHALF OF
SOMA Networks, Inc.**

R. Douglas Kneebone, General Counsel
I have authority to bind SOMA Networks, Inc.

Date of Execution