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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.

<p>1. Name of conveying party(ies):</p> <p>1) Ronak PATEL 2) Ming G. WONG 3) Yu-mei LIN 4) Andrew CHANG</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <b>Foundry Networks, Inc.</b></p> <p>Street Address: <b>2100 Gold Street</b></p> <p>City: <b>San Jose State: California</b> Zip Code: <b>95164-9100</b></p> <p>Country: <b>United States</b></p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>
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<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Dates: 1) December 18, 2001 2) December 18, 2001 3) December 18, 2001 4) December 20, 2001</p>	
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4. Application number(s) or patent number(s):	
A. Patent Application No(s). <b>09/988,066</b>	B. Patent No(s).

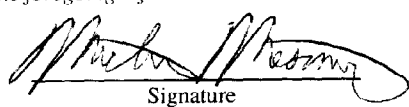
Additional numbers attached?  yes  no

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>Sterne, Kessler, Goldstein &amp; Fox P.L.L.C.</b></p> <p>Internal Address: <b>c/o Michael V. Messinger</b></p> <p>Attorney Docket No.: <b>1988.0060006</b></p> <p>Street Address: <b>1100 New York Ave., N.W. Suite 600</b></p> <p>City: <b>Washington</b> State: <b>D.C.</b> Zip Code: <b>20005-3934</b></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 C.F.R. § 3.41).....<b>\$40.00</b></p> <p><input checked="" type="checkbox"/> Enclosed (Check No. 33878) <input type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Deposit Account Number: <b>19-0036</b></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.*

Michael V. Messinger  
Name of Person Signing  
Registration No. **37,575**

  
Signature

January 28, 2002  
Date

Total number of pages including cover sheet, attachments and document 3

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

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01/31/2002 DBYRNE 00000243 09988066 40.00 DP 01 FC:581

# ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: **(1) Ronak PATEL, (2) Ming G. WONG, (3) Yu-mei LIN, and (4) Andrew CHANG**, the undersigned inventors hereby sells and assigns to **Foundry Networks, Inc.** (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

*check applicable box(es)*  for the United States of America (as defined in 35 U.S.C. § 100),  
 and throughout the world,

(a) in the invention known as **Backplane Interface Adapter with Error Control and Redundant Fabric** for which application(s) for patent in the United States of America has (have) been executed by the undersigned on **(1) 12/18/01, (2) 12/18/2001, (3) 12/18/01, (4) 12/20/01** (also known as United States Application No. **09/988,066**, filed **November 16, 2001**), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

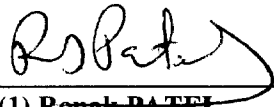
The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

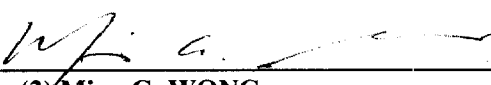
The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

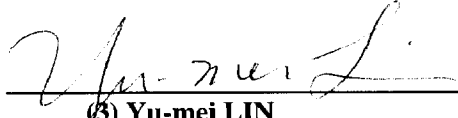
The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B.


Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that 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.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: 12/18/01 Signature of Inventor:   
(1) Ronak PATEL

Date: 12/18/2001 Signature of Inventor:   
(2) Ming G. WONG

Date: 12/18/01 Signature of Inventor:   
(3) Yu-mei LIN

Date: 12/20/01 Signature of Inventor:   
(4) Andrew CHANG