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

1. Name of conveying party(ies):

Eclipse, Inc.

4.11.02

2. Name and address of receiving party(ies):

Fireye Inc.
3 Manchester Road
Derry, New Hampshire 03038

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

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: January 30, 2002

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)

B. Patent No.(s)

~~5,548,277~~
5,549,469

Additional numbers attached? ☐ Yes ☒ No

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

Name: James A. Larson
Address: Merchant & Gould P.C.
P.O. Box 2903
Minneapolis, MN 55402-0903



6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41): \$80.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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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.

James A. Larson

Name of Person Signing

Signature

April 1, 2002
Date

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

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04/18/2002 LUELLER 00000274 5548277

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80.00 DP

PATENT
REEL: 012795 FRAME: 0411

EXHIBIT D**ASSIGNMENT OF PATENTS**

WHEREAS, Eclipse, Inc., an Illinois corporation with offices at 1665 Elmwood Road, Rockford, Illinois 61103 ("Seller") and Fireye Inc., a Delaware corporation with offices at 3 Manchester Road, Derry, New Hampshire 03038 ("Buyer"), have entered into that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement");

WHEREAS, Seller is the owner of the entire right title and interest in and to U.S. Patent Nos. 5549469 and 5548277 (the "Patents");

WHEREAS, by the Purchase Agreement Seller has agreed to sell and assign the Patents to Buyer; and

WHEREAS, it is the intention of Seller that Buyer own the entire right, title and interest in and to the Patents, including, without limitation, all U.S., foreign and international patent rights therein.

NOW, THEREFORE, pursuant to this Assignment of Patents, Seller hereby distributes, assigns, conveys and transfers to Buyer, its successors and assigns, the entire right, title and interest in and to the Patents, including, without limitation, all patent applications, and to the inventions therein disclosed and claimed and to all international priority rights relating thereto throughout the world, and in and to any reissues, divisions, continuations, continuations in part, reexaminations, substitutions, revisions and extensions thereof, along with any and all rights of enforcement with respect thereto, including all rights to sue or recover for the past, present and future infringement thereof, and any and all choses in action related thereto. Buyer may apply for and receive patents in its own name wherever so permitted by law.

Seller shall, when requested by Buyer, execute all rightful assignments and all other papers necessary and proper to carry out the intent and purpose of this Assignment of Patents.

If Buyer sells, assigns or licenses the Patents to North American Manufacturing Company, Maxon, Inc. or Ruhr Gas and any of their affiliates (each a "Seller Competitor"), then the Restrictive Covenants described in Section 8.5 of the Purchase Agreement and the Supply Agreement shall immediately terminate.

IN WITNESS WHEREOF, Seller has executed this Assignment of Patents as of this 14th day of January, 2002.

ECLIPSE, INC.

Paul Carpenter

Name: Paul Carpenter

Title: Executive Vice President

State of Illinois)
County of Winnebago) SS.

On the 30 day of Jan., 2002, before me personally appeared Paul Carpenter, proved to me on the basis of satisfactory evidence to be the person who executed the above Assignment of Patents. WITNESS my hand and official seal.

Christine L. Miller
Notary Public

