

06-24-2002

Form PTO-1595  
(Rev. 03/01)

RE:

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

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

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

## 1. Name of conveying party(ies):

Robert Daniel Maher, III  
James Robert Deerman  
Milton Andre Lie

06/11/02

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 05/29/02 &amp; 06/11/02

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

Name: Netrake Corporation

Internal Address: \_\_\_\_\_

Street Address: 3000 Technology Drive  
Suite 100

City: Plano State: TX Zip: 75074

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: 06/11/02

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: Craig J. Cox

Internal Address: \_\_\_\_\_

Street Address: Netrake Corporation

3000 Technology Drive, Suite 100

City: Plano State: TX Zip: 75074

## 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

501856

DO NOT USE THIS SPACE

## 9. Signature.

06/21/2002 DBYRME 00000038 501856 10166884

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40.00 CH  
Craig J. Cox

Name of Person Signing

Signature

June 11, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 6

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

PATENT  
 REEL: 013005 FRAME: 0051

## ASSIGNMENT AND AGREEMENT

WHEREAS, the Undersigned have invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, said application having been executed on the date set forth below; and

WHEREAS, The Netrake Corporation (hereinafter referred to as "Assignee"), a Texas corporation, with an address of 3000 Technology Drive, Suite 100, Plano, Texas 75074, desires to acquire our entire right, title and interest in and to the invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Undersigned:

Hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent entitled:

### **APPARATUS AND METHOD FOR USING INFORMATION IN ONE DIRECTION OF A BI-DIRECTIONAL FLOW IN A NETWORK TO ALTER CHARACTERISTICS OF THE RETURN DIRECTION FLOW**

and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all utility models, industrial models, certificates of invention, and designs on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the Undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications, and all other like rights of exclusion in any country on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to the Undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns and representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

S:\Legal\Legal-hr\Patent Application\NR-12\NR-12 Bi-Directional Flow\ASSIGNMENT.DOC

Agree that the Undersigned will upon request of Assignee, render prompt assistance and cooperation in the prosecution of legal proceedings involving said improvements, said applications and patents granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court proceedings, and testify in such proceedings if requested, provided, however, that the expense which may be incurred by the Undersigned in lending such assistance and cooperation be paid by Assignee; and

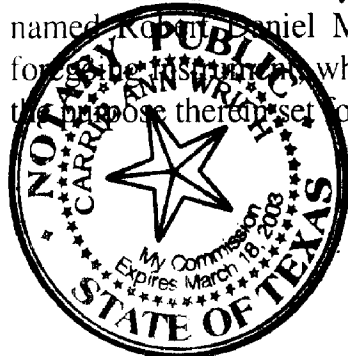
Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the Undersigned, except as set forth below, and that full right to convey the same as herein expressed is possessed by the Undersigned.

This assignment shall be binding on the heirs and legal representatives of the Undersigned.

STATE OF TEXAS  
COUNTY OF COLLIN

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§

This 29th day of May, 2002, before me personally appeared the above named Robert Daniel Maher, III to me personally known as the individual who executed the foregoing instrument, who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.



Carrie Ann Wrich  
Notary Public

My commission expires: March 18, 2003

Full name of inventor: Robert Daniel Maher, III

Residence: 7401 Gurney Drive  
Plano, Texas 75024

Citizenship: United States of America

Date 05/29/02

Signature Robert Daniel Maher III

STATE OF TEXAS

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COUNTY OF COLLIN

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This 29th day of May, 2002, before me personally appeared the above named James Robert Deerman to me personally known as the individual who executed the foregoing instrument, who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.



Carrie Ann Wrich

Notary Public

My commission expires: March 18, 2003

Full name of inventor: James Robert Deerman

Residence: 15 White Rock Trail  
Lucas, Texas 75002

Citizenship: United States of America

Date 5-29-02

Signature

James Robert Deerman

STATE OF TEXAS  
COUNTY OF COLLIN

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This 11th day of June, 2002, before me personally appeared the above named Milton Andre Lie to me personally known as the individual who executed the foregoing instrument who acknowledged to me that he executed the same of his own free will for the purpose herein set forth.



Carrie Ann Adair

Notary Public

My commission expires:

March 18, 2003

Full name of inventor: Milton Andre Lie

Residence: 5913 Spring Hill Drive  
McKinney, Texas 75070

Citizenship: Suriname

Date 6-11-02

Signature Milton Andre Lie