

09-20-2002



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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

102228163

To the Honorable Commissioner

and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Shyhtsun Felix WU**August 26, 2002****Aiguo FEI****August 13, 2002****Fengmin GONG****August 13, 2002**Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: **See above**

2. Name and address of receiving party(ies)

Name: **IntruVert Networks, Inc.**

Internal Address: _____

Street Address: **3200-A North First Street**City: **San Jose** State: **CA** Zip: **95134**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:

A. Patent Application No.(s)

10/172,740

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Cooley Godward LLP**Internal Address: **Patent Group**Street Address: **Five Palo Alto Square****3000 El Camino Real**City: **Palo Alto** State: **CA** Zip: **94306-2155**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 account8. Deposit account number: **03-3117**

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

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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.***William S. Galliani, Reg. 33,885**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: **[3]**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Commissioner for Patents, Washington, D.C. 20231 on September 11, 2002.

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By: Dolores McKay

Dolores McKay

Attorney Docket No.: ITRU-003/00US

PATENT

ASSIGNMENT (Joint)

Shyhtsun Felix WU, residing at 2026 Bearden Street, Davis, California 95616
Aiguo FEI, residing at 1394 Alder Lake Court, San Jose, California 95131;
Fengmin GONG, residing at 2071 Hall Circle, Livermore, California 94550 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled:

METHOD AND APPARATUS FOR ADAPTIVELY CLASSIFYING NETWORK TRAFFIC

and which is a:

- ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 10/172,740, and filed on **June 13, 2002**.

WHEREAS, IntruVert Networks, Inc., a corporation duly organized under and pursuant to the laws of **Delaware**, and having its principal place of business at **3200-A North First Street, San Jose, California 95134** (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 08/26/2002

By: 
Shyhtsun Felix WU

Date: 08/13/2002

By: 
Aiguo FEI

Date: 8/13/02

By: 
Fengmin GONG