

RECORDATION FORM COVER SHEET  
PATENTS ONLY

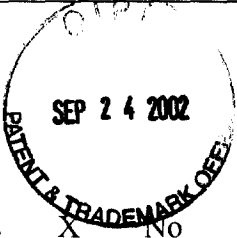
10-02-2002



102238854

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

1. Name of conveying party(ies):  
Jeffrey S. Kimmel  
Arthur Lent  
Don Bolinger  
  
Additional name(s) of conveying party(ies) attached? Yes  No   
*9-24-02*



2. Name and address of receiving party(ies):  
  
Name: Network Appliance, Inc.  
  
Street Address: 495 East Java Drive  
  
City: Sunnyvale  
  
State: California Zip: 94089  
  
Additional name(s) & address(es) Attached? Yes  No

3. Nature of conveyance:  
 Assignment  
 Merger  
 Security Agreement  
 Change of Name  
 Other  
  
Execution Date: September 5, 2002 and September 23, 2002

4. Application number(s) or patent number(s): 1  
  
If this document is being filed together with a new application, the execution date of the application is:  
  
A. Patent Application No.(s)  
United States Patent Application Serial No.  
10/117,537  
*09/26/2002 KZEWIDIE 00000073 10117537*  
*03 FC:581 40.00*  
  
B. Patent No. (s)  
  
Additional numbers attached? Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: Duane H. Dreger  
  
Street Address: Cesari and McKenna, LLP  
88 Black Falcon Avenue  
  
City: Boston State: MA Zip: 02210

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 no. 03-1237 (Attach duplicate copy of this page if paying by deposit account)

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.*  
  
Duane H. Dreger, Reg. No. 48,836 *Duane H. Dreger* September 24, 2002  
Name of Person Signing Signature Date  
Total number of pages comprising cover sheet: 1

## ASSIGNMENT

Whereas We, Jeffrey S. Kimmel, whose residence address is 293 Highview Drive, Chapel Hill, NC 27517, Arthur Lent, whose residence address is 74 Fayette St. #2, Cambridge, MA 02139, and Don Bolinger, whose residence address is 147 Wright Road, Concord, MA 01742, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled MECHANISM FOR DISTRIBUTED ATOMIC CREATION OF CLIENT-PRIVATE FILES, identified by Cesari and McKenna File No. 112056-0089, the specification of which was filed on April 5, 2002, and accorded Serial Number 10/117,537; and

Whereas Network Appliance, Inc., whose address is 495 East Java Drive, Sunnyvale, CA 94089, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents

including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

9/5/2002

Date

*Jeffrey S. Kimmel*  
Jeffrey S. Kimmel, Inventor

State of North Carolina )  
)ss.  
County of Wake )

On this 5<sup>th</sup> day of September, 2002, before me appeared Jeffrey S. Kimmel, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

*Wendy M. Marcotte*  
Notary Public

[seal]

\_\_\_\_\_  
Date Arthur Lent, Inventor

Commonwealth of Massachusetts )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared Arthur Lent, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

[seal]

\_\_\_\_\_  
Date Don Bolinger, Inventor

Commonwealth of Massachusetts )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared Don Bolinger, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

[seal]

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2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents

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In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

\_\_\_\_\_ Date                         Jeffrey S. Kimmel, Inventor

State of North Carolina                         )  
   )ss.  
County of \_\_\_\_\_                         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared Jeffrey S. Kimmel, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

[seal]

\_\_\_\_\_  
Date Arthur Lent, Inventor

Commonwealth of Massachusetts )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared Arthur Lent, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

[seal]

4/5/02 \_\_\_\_\_  
Date Don Bolinger, Inventor

Commonwealth of Massachusetts )  
 )ss.  
County of Middlesex )

On this 5<sup>th</sup> day of September, 2002, before me appeared Don Bolinger, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

*Latha Swamy*

LATHA SWAMY  
Notary Public  
My Commission Expires Nov. 6, 2003

[seal]

## ASSIGNMENT

Whereas We, Jeffrey S. Kimmel, whose residence address is 293 Highview Drive, Chapel Hill, NC 27517, Arthur Lent, whose residence address is 74 Fayette St. #2, Cambridge, MA 02139, and Don Bolinger, whose residence address is 147 Wright Road, Concord, MA 01742, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled MECHANISM FOR DISTRIBUTED ATOMIC CREATION OF CLIENT-PRIVATE FILES, identified by Cesari and McKenna File No. 112056-0089, the specification of which was filed on April 5, 2002, and accorded Serial Number 10/117,537; and

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5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents



including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

\_\_\_\_\_  
Date                                  Jeffrey S. Kimmel, Inventor

State of North Carolina                     )  
   )ss.  
County of \_\_\_\_\_                                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared Jeffrey S. Kimmel, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

[seal]

9/23/2002  
Date

*Arthur Lent*  
Arthur Lent, Inventor

Commonwealth of Massachusetts )  
County of Middlesex )ss.  
)

On this 23<sup>rd</sup> day of September, 2002, before me appeared Arthur Lent, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.



*Don Bolinger*  
Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Don Bolinger, Inventor

Commonwealth of Massachusetts )  
County of \_\_\_\_\_ )ss.  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me appeared Don Bolinger, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

[seal]