

10-08-2002



Form PTO-1595 (Rev. 03/01) RE: OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): James Gorecki John T. Stonick Shawn Searles William S. Check, Jr. Additional name(s) of conveying party(ies) attached? [] Yes [x] No

10-3-02

2. Name and address of receiving party(ies) Name: Accelerant Networks, Inc. Internal Address:

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

Street Address: 15268 NW Greenbrier Parkway City: Beaverton State: OR Zip: 97006 Additional name(s) & address(es) attached? [] Yes [x] No

Execution Date: September 25, 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) 10/222,254 B. Patent No.(s)

Additional numbers attached? [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Neil Steinberg Internal Address: Street Address: Steinberg & Whitt, LLP 2672 Bayshore Parkway, Suite 514 City: Mountain View State: CA Zip: 94043

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41) \$ 160.00 [x] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number: 50-0763

FINANCE SECTION

10/07/2002 BYRNE 00000026 10222254

DO NOT USE THIS SPACE

9. Signature. (160.00 OP) Neil Steinberg, Reg. No. 34,735 Name of Person Signing

Signature

September 26, 2002 Date

Total number of pages including cover sheet, attachments, and documents: 9

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

PATENT REEL: 013350 FRAME: 0230

the undersigned authorize said assignee to apply for patents for said inventions and/or improvements in its own name in such countries where such procedure is proper and further agree, upon the request of said assignee, its successors and assigns, to cooperate to the best of the ability of the undersigned with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

Date: 9/25/02

W S Check Jr
William S. Check, Jr.

County of Santa Clara)
State of California) ss:

On this 25th day of September, 2002, before me, a Notary Public in and for the County and State aforesaid, personally appeared William S. Check, Jr., to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and acknowledged the same to be his/her free act and deed.



Michiko Sites
Notary Public

My Commission Expires: Oct. 8, 2003

(SEAL)

ASSIGNMENT
(Docket No. 209.006-US)

Inventors: **James Gorecki**
John T. Stonick
William S. Check, Jr.
Shawn Searles

Serial No.: **10/222,254**
Filing Date: **August 16, 2002**

Title: **Method and Apparatus for Encoding and Decoding Digital Communications Data**

We, the undersigned, in consideration of One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt and sufficiency whereof are hereby acknowledged, hereby assign to:

Accelerant Networks, Inc.

its successors and assigns, the entire right, title and interest in the inventions and/or improvements of the undersigned disclosed in the above-referenced application for Letters Patent of the United States, and in said application and any and all other applications, both United States and foreign, which may be filed, either solely or jointly with others, on said inventions and/or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension of such patents, and further assign to said assignee the priority right provided by the International Convention.

We, the undersigned, hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

We, the undersigned, warrant ourselves to be the owner of the entire right, title and interest in said inventions and/or improvements and to have the right to make this assignment, and further warrant that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

We, the undersigned, for said considerations hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for said inventions and/or improvements, and any necessary oath, affidavit or declaration relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application and any and all applications and other documents for Letters Patent in foreign countries on said inventions and/or improvements, that said assignee, its successors or assigns may deem necessary or expedient, and for the said considerations

the undersigned authorize said assignee to apply for patents for said inventions and/or improvements in its own name in such countries where such procedure is proper and further agree, upon the request of said assignee, its successors and assigns, to cooperate to the best of the ability of the undersigned with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

Date: 9/25/02

James Gorecki
James Gorecki

County of Washington)
State of Oregon) ss:



On this 25th day of September, 2002, before me, a Notary Public in and for the County and State aforesaid, personally appeared James Gorecki, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Karen Harrison
Notary Public

My Commission Expires: 9/9/05

(SEAL)

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Date: 9-25-02

John T. Stonick
John T. Stonick

County of Washington)
State of Oregon) ss:



On this 25th day of September, 2002, before me, a Notary Public in and for the County and State aforesaid, personally appeared John T. Stonick, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Karen Harrison
Notary Public

My Commission Expires: 9/9/05

(SEAL)

ASSIGNMENT
(Docket No. 209.006-US)

Inventors: **James Gorecki**
John T. Stonick
William S. Check, Jr.
Shawn Searles

Serial No.: **10/222,254**
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Accelerant Networks, Inc.

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We, the undersigned, hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

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We, the undersigned, for said considerations hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for said inventions and/or improvements, and any necessary oath, affidavit or declaration relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application and any and all applications and other documents for Letters Patent in foreign countries on said inventions and/or improvements, that said assignee, its successors or assigns may deem necessary or expedient, and for the said considerations

the undersigned authorize said assignee to apply for patents for said inventions and/or improvements in its own name in such countries where such procedure is proper and further agree, upon the request of said assignee, its successors and assigns, to cooperate to the best of the ability of the undersigned with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

Date: 9/25/2002

Shawn Searles
Shawn Searles

County of Washington)
State of Oregon) ss:



On this 25th day of September, 2002, 2002, before me, a Notary Public in and for the County and State aforesaid, personally appeared Shawn Searles, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Karen Harrison
Notary Public

My Commission Expires: 9/9/05

(SEAL)