

02-24-2003

Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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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):
Sanchaita Datta, Ragula Bhaskar

02.07.03
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Ragula Systems (FatPipe Network)
Internal Address: _____

Street Address: 4455 South 700 East
Suite 100

City: Salt Lake City State: UT Zip: 84107
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 5, 2003

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: 02/07/03
A. Patent Application No.(s)
B. Patent No.(s)

10361837
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John W.L. Ogilvie
Internal Address: _____

Street Address: Computer Law++
1211 East Yale Avenue
City: Salt Lake City State: UT Zip: 84105

6. Total number of applications and patents involved: [1]
7. Total fee (37 CFR 3.41).....\$ 40
Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 03-2640

(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.
John W.L. Ogilvie
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 5

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

02/21/2003 TBIAZ1 00000097 032640 10361837
01 FC:0021 40.00 CH

U.S. PTO
10/36/1837
02/07/03

PATENT
REEL: 013765 FRAME: 0738

ASSIGNMENT & AGREEMENT

We, Sanchaita Datta and Ragula Bhaskar, each of 4540 South Jupiter Drive, Salt Lake City, Utah 84124, have invented a method, configured medium, signal, and system entitled TOOLS AND TECHNIQUES FOR DIRECTING PACKETS OVER DISPARATE NETWORKS, hereinafter called the "invention."

Preferred embodiments of the invention are disclosed in provisional patent application serial no. 60/259,269 filed December 29, 2000, provisional application serial no. 60/355,509 filed February 8, 2002, application serial no. 10/034,197 filed December 28, 2001 and/or in a patent application being filed in the United States Patent and Trademark Office ("USPTO"), identified as Serial No. _____ filed _____, 2003, and identified in the law firm of Computer Law++, 1211 East Yale Avenue, Salt Lake City, Utah 84105 as file no. 3003.2.11A (We hereby authorize Computer Law++ to indicate the application number and filing date when known). We have reviewed this application and we are familiar with its contents.

The Assignee, Ragula Systems (d/b/a/ FatPipe), a Utah corporation whose address is 4455 South 700 East, Suite 100, Salt Lake City, Utah 84107, desires more clearly to secure the entire right, title and interest in the invention. In consideration of \$1.00 and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, and with no reliance on any promise or representation made to us by or on behalf of the Assignee, WE HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in the invention (including subject matter disclosed but not claimed), all copyright and trade secret rights in embodiments or designs for the invention or any portion thereof, all rights in the above-identified United States and international patent applications including without limitation PCT applications and in all divisions, continuations and continuations-in-part of the applications, or reissues or extensions of Letters Patent or Patents granted thereon, including all applications specifically identified by number herein and all applications for which any present application claims a benefit or is claimed for benefit under 35 U.S.C. § 119 or § 120 or § 365, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; and

The right to file foreign patent applications on the invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize the Assignee to file patent or copyright applications on the invention in any country in its own name or otherwise as the Assignee sees fit. We hereby authorize and request the United States Commissioner of Patents and Trademarks, and other intellectual property officials in this and foreign countries as are duly authorized by their laws to issue patents or copyright registrations, to issue any and all patents and registrations on the invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the Assignee, its successors, assigns and legal representatives.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment & Agreement fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent and copyright applications on the invention, and all lawful documents requested by the Assignee to further the prosecution of any of such applications; and

Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement or interference or other legal proceedings involving the invention; faithful communication to the Assignee of all facts known to us relating to the invention and the history thereof; and generally, taking all reasonable steps which the Assignee shall request to aid in securing, maintaining, and enforcing protection for the invention and to vest title in the Assignee to the invention and all applications, patents, copyrights, and trade secrets based on the invention.

This Assignment & Agreement is not intended to supersede, supplant, rescind, or waive any right, title or interest conveyed to Assignee by us, under any prior conveyance, agreement, or operation of law, including without restriction rights created or conveyed by virtue of employment by the Assignee. It is not conditioned or based on any future act to be performed by the Assignee.

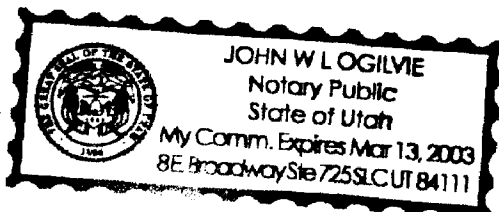
We warrant that to the best of our knowledge our contributions to the invention do not and will not infringe anyone's rights. Even if part of this Assignment & Agreement is found unenforceable, the remaining parts are enforceable. This Assignment & Agreement is governed by the laws of the United States and the State of Utah, and any dispute arising from it will be heard in Utah. A failure to exercise rights under this Assignment & Agreement does not mean those rights are waived. This Assignment & Agreement shall be binding upon our heirs and legal representatives.

Sanchaita Datta
Sanchaita Datta
4540 South Jupiter Drive
Salt Lake City, Utah 84124

STATE OF Utah)
COUNTY OF Salt Lake) §

On this 5th day of February 2003, personally appeared before me Sanchaita Datta, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that she executed the same.

S
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A
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[Signature] NOTARY PUBLIC
3/13/2003 COMMISSION EXPIRATION

-- OR --

On this ____ day of February 2003, I personally witnessed a person who I know to be Sanchaita Datta sign this Assignment & Agreement.

Witness' Signature: _____
Witness' Printed Name: _____
Witness' Address: _____

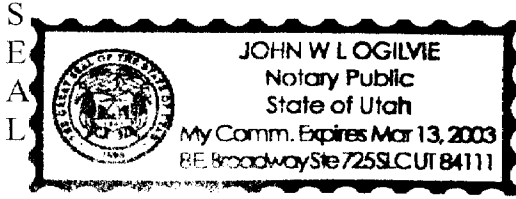
* * * * *

Ragula Bhaskar

Ragula Bhaskar
4540 South Jupiter Drive
Salt Lake City, Utah 84124

STATE OF Utah)
COUNTY OF Salt Lake) §

On this 5th day of February 2003, personally appeared before me Ragula Bhaskar, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.



John W. Logilvie NOTARY PUBLIC
3/13/2003 COMMISSION EXPIRATION

-- OR --

On this ____ day of February 2003, I personally witnessed a person who I know to be Ragula Bhaskar sign this Assignment & Agreement.

Witness' Signature: _____
Witness' Printed Name: _____
Witness' Address: _____

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