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Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECC



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

102385093

To the Honorable Commissioner of Patents a.

PLEASE RECORD the attached original documents or copy thereof.

1. Name of conveying party(ies): ARTECON, INC. 3-4-03

Addit'l name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other ( )

Execution Date: November 1, 2000

2. Name and address of receiving party(ies)

Name: DOT HILL SYSTEMS CORP.

Internal Address:

Street Address: 6305 El Camino Real

City: Carlsbad State: CA Zip: 92009

Additional name(s) & address(es) attached? No  Yes

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)

B. Patent No.(s)

Table with 2 rows and 4 columns of patent numbers: 5,400,470, D384,329, D373,995, D371,768; 5,737,189, D375,724, D373,994, 5,505,533

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: [ 8 ]

7. Total fee (37 CFR 3.41) ..... \$ 320.00

- [x] Enclosed [ ] Authorized to be charged to deposit account

8. Deposit account number: 03-3117

The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. (PA) 03-3117. This paper is submitted in duplicate.

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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.

Kevin J. Zimmer Name of Person Signing

Signature

March 4, 2003 Date

Total number of pages including cover sheet, attachments, and documents: [4]

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

03/07/2003 LNUJELLER 00000106 5400470

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

01 FC-0021

320.00

Express Mail Label Number: EV 232177319 US Date of Deposit: March 4, 2003

017190-100

Attorney Docket No.:

372632 v1/SD 7Z\$W011.DOC

PHOTO SECTION 7:55

## ASSIGNMENT OF PATENT RIGHTS

**THIS ASSIGNMENT OF PATENT RIGHTS** is effective as of the 1<sup>st</sup> day of November, 2000. **ARTECON, INC.**, a Delaware corporation ("**Assignor**"), owns the entire right, title and interest in and to invention(s) relating to certain new and useful improvements set forth in the Letters Patent listed on **Schedule A** attached hereto and incorporated herein.

**WHEREAS, DOT HILL SYSTEMS CORP.**, a Delaware corporation ("**Assignee**"), is desirous of acquiring (i) the entire right, title and interest in and to said invention(s) and said patent(s), (ii) the right to file application(s), including provisional application(s), on said invention(s), (iii) the entire right, title and interest in and to any application(s), including provisional application(s), for Letters Patent, United States or foreign, claiming priority to said application(s), (iv) the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s) and (v) the entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s);

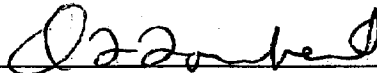
**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns (i) the entire right, title and interest in and to said invention(s) and the Letters Patent listed on **Schedule A** attached hereto, (ii) the right to file application(s), including provisional application(s), on said invention(s), (iii) the entire right, title and interest in and to any application(s), including provisional application(s), for Letters Patent of the United States or other countries claiming priority to said application(s) including divisions, continuations, and continuations-in-part of said application(s), (iv) the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), with the right to sue for and collect the same for Assignee's own benefit, (v) the entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s) and (vi) the entire right, title and interest in and to any and all reissues and extensions of said patent(s), and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty, the same 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, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

**AND** for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title and interest in and to said invention(s), said application(s) and said patent(s) including, without limitation, said Letters Patent listed on **Schedule A**, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;


AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s) (including, without limitation, said Letters Patent listed on **Schedule A**), any application(s) claiming priority to said application(s) or any division, continuation or continuation-in-part of said application(s), any reissue or extension of said patent(s) and any United States or foreign proceeding in connection with Letters Patent or Patents for said invention(s) or said application(s), including interference proceedings, is lawful and desirable, sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), 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;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives and assigns.

ARTECON, INC.

x   
James L. Lambert  
President and Chief Executive Officer

DOT HILL SYSTEMS CORP.

x   
James L. Lambert  
President and Chief Executive Officer

Dot Hill Systems Corp.  
6305 El Camino Real  
Carlsbad CA 92009

## SCHEDULE A

## LETTERS PATENT

U.S. Patent No.	Issue Date	Title and Inventor(s) or Applicant(s)
5,400,470	03/28/95	SELF-CAPTURING ARTICULATING CHEST HANDLE Inventor(s): Kammergard, et al.
5,737,189	04/07/98	HIGH PERFORMANCE MASS STORAGE SYSTEM Inventor(s): Kammergard, et al.
D384,329	09/30/97	FLEXIBLE JUMPER Inventor(s): Kammergard, et al.
D375,724	11/19/96	FLEXIBLE JUMPER Inventor(s): Kammergard, et al.
D373,995	09/24/96	FIXED CURVE JUMPER Inventor(s): Kammergard, et al.
D373,994	09/24/96	FIXED CURVE JUMPER Inventor(s): Kammergard, et al.
D371,768	07/16/96	HIGH PERFORMANCE MASS STORAGE SUBSYSTEM Inventor(s): Kammergard, et al.
5,505,533	04/09/96	RACK MOUNT FOR COMPUTER AND MASS STORAGE ENCLOSURE Inventor(s): Kammergard, et al.