

RECORD

03-20-2003



To the Honorable commissioner of Patents and
Please record the attached original document.

102394543

1. Name of conveying party(ies):

James Leong
Douglas P. Doucette
Stephen H. Strange
Rajesh Sundaram
Srinivasan Viswanathan

3-17-03

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

3. Nature of conveyance:

☒ Assignment
____ Merger
____ Security Agreement
____ Change of Name
____ Other

Execution Date: 07/10/2002; 06/27/2002; 07/10/2002
07/10/2002 and 03/12/2003 respectively

2. Name and address of receiving party(ies):

Name: Network Appliance, Inc.

Street Address: 495 East Java Drive

City: Sunnyvale,

State: CA Zip: 94089

Additional name(s) & address(es)
Attached? _____ Yes ☒ No

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): 10/105,039

B. Patent No. (s)

Additional numbers attached? _____ Yes ☒ No

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

Name: William A. Loginov

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)

03/19/2003 DBYRNE 00000171 10105039

DO NOT USE THIS SPACE

01 FC:0021

40.00 DP

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 A. Loginov, Reg. No. 34,863

March 17, 2003

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

OFFICE OF RECORDS
2003 MAR 17 AM 9:03
FINANCE SECTION

ASSIGNMENT

WHEREAS, We, James Leong, Douglas P. Doucette, Stephen H. Strange, Rajesh Sundaram, and Srinivasan Viswanathan, have invented one or more improvements in:

Method and Apparatus for RuntimeResource Deadlock Avoidance in a RAID System

described in an application (or provisional application) for Letters Patent of the United States:

☐ identified by Attorney Docket No. NWK-004, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

☒ Serial No. 10/105,039 filed in the United States Patent Office on March 21, 2002; and

WHEREAS, Network Appliance, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 495 East Java Drive, Sunnyvale, California 94089, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and

we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.


IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: James Leong

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named James Leong, this _____ day of _____, 2002.

Notary Public
My Commission Expires: _____

Inventor: 
Douglas P. Doucette

State of Washington)
County of Island) ss

Subscribed and sworn to before me, by the above-named Douglas P. Doucette, this 27th
day of June, 2002.

Notary Public
My Commission Expires: 12/9/05

Inventor: Stephen H. Strange

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named Stephen H. Strange, this _____ day
of _____, 2002.

Notary Public
My Commission Expires: _____

Inventor: Rajesh Sundaram

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named Rajesh Sundaram, this _____ day
of _____, 2002.

Notary Public
My Commission Expires: _____

Inventor: Srinivasan Viswanathan

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named Srinivasan Viswanathan, this
day of _____, 2002.

Notary Public
My Commission Expires: _____

ASSIGNMENT

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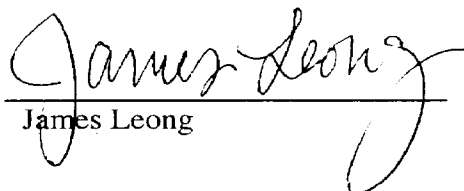
AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and

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IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor:


James Leong

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named James Leong, this _____ day of _____, 2002.

Notary Public

My Commission Expires: _____

Inventor:

Douglas P. Doucette

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named Douglas P. Doucette, this _____ day of _____, 2002.

Notary Public

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

} ss.

On July 10, 2002, before me,

Date

Pamela L. Thompson, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

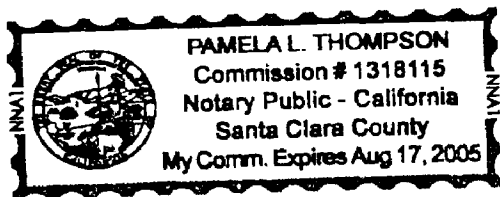
James Leong

Name(s) of Signer(s)

personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Pamela L. Thompson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Inventor: Stephen H. Strange
Stephen H. Strange

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named Stephen H. Strange, this _____ day
of _____, 2002.

Notary Public
My Commission Expires: _____

Inventor: Rajesh Sundaram
Rajesh Sundaram

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named Rajesh Sundaram, this _____ day
of _____, 2002.

Notary Public
My Commission Expires: _____

Inventor: _____
Srinivasan Viswanathan

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named Srinivasan Viswanathan, this
_____ day of _____, 2002.

Notary Public
My Commission Expires: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

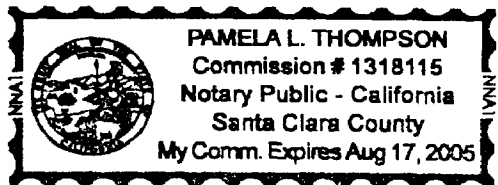
County of Santa Clara } ss.

On July 10, 2002, before me, Pamela L. Thompson, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Stephen H. Strange
Name(s) of Signer(s)

personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Pamela L. Thompson
Signature of Notary Public

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Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara } ss.

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Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

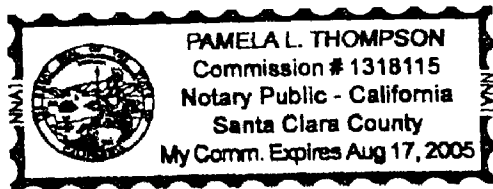
personally appeared Rajesh Sundaram,
Name(s) of Signer(s)

☒ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Pamela L. Thompson
Signature of Notary Public



Place Notary Seal Above

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☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

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Inventor: _____
James Leong

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named James Leong, this _____ day of _____, 2002.

Notary Public
My Commission Expires: _____

Inventor: _____
Douglas P. Doucette

State of California)
County of) ss

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Notary Public
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Inventor: _____
Stephen H. Strange

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named Stephen H. Strange, this _____ day
of _____, 2002.

Notary Public
My Commission Expires: _____

Inventor: _____
Rajesh Sundaram

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named Rajesh Sundaram, this _____ day
of _____, 2002.

Notary Public
My Commission Expires: _____

Date: 03/12/2003 *WZ*

Inventor: *V. Srinivasan*
Srinivasan Viswanathan

State of California)
County of) ss

Subscribed and sworn to before me, by the above-named Srinivasan Viswanathan, this
_____ day of _____, 2002.

Notary Public
My Commission Expires: _____

2353260_1