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Form PTO-1595 (modified)  
(Rev 6-93)  
OMB No. 0651-0011 (exp 4/94)



ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102403660

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

1. Name of conveying party(ies):

**Packet Design, LLC**

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

**Precision I/O, Inc.  
3400 Hillview Avenue, Building 3  
Palo Alto, CA 94304**

Additional name(s) of conveying party(es) attached?

3. Nature of conveyance: **Assignment**

Execution Date:

**February 26, 2003**

Additional name(s) and address(es) attached? ☐ Yes ☒ No

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)

**10/337,177**

B. Patent No.(s)

☐ Additional numbers attached

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

**Charles E. Gotlieb  
Innovation Partners  
540 University Avenue  
Suite 300  
Palo Alto CA 94301  
US**

6. Total number of applications and patents involved

**57**

7. Total fee (37 CFR 3.41).....\$ **40**

- ☒ Enclosed  
☒ Authorize to charge deposit account for any deficiencies  
☐ Authorized to be charged to deposit account

8. Deposit account number:

**07-1738**

(Attach duplicate copy of this page if paying by deposit account)

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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.

**Charles E. Gotlieb**

Name of Person Signing

*Charles E. Gotlieb*

Signature

**3/29/03**

Date

Total number of pages including cover sheet, attachments, and document:

**6**

Docket 1345

03/27/2003 LMUELLER 00000047 071738 10337177

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**PATENT  
REEL: 013883 FRAME: 0224**

# ASSIGNMENT OF APPLICATIONS FOR LETTERS PATENT AND OTHER INVENTIONS

THIS ASSIGNMENT OF APPLICATIONS FOR LETTERS PATENT AND OTHER INVENTIONS (this "**Assignment**") is made this 26th day of February, 2003, by PACKET DESIGN, LLC, a Delaware limited liability company (the "**Transferor**").

## W I T N E S S E T H :

WHEREAS, the Transferor is the sole owner of the entire right, title and interest in, to and under the national and multinational statutory invention registrations, the patent applications and other inventions listed in Schedule A (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof) registered or applied for in the United States and all other nations throughout the world; all improvements to the inventions disclosed in each such registration or patent application; all rights in all of the foregoing provided by treaties, conventions and common law and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing (collectively, the "**Inventions**").

WHEREAS, PRECISION I/O, INC., a Delaware corporation (the "**Transferee**"), is desirous of acquiring the entire worldwide right, title and interest in, to and under the Inventions.

WHEREAS, for United States federal income tax purposes, it is intended that this Assignment be treated as part of a transfer subject to Section 351(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the Transferee's issuance of certain shares of its Series A Preferred Stock, and pursuant to the Stock Purchase Agreement dated as of February 26, 2003 (the "**Agreement**") between the Transferor and the Transferee, the Transferor does hereby sell, assign, transfer, set over and convey unto the Transferee, as of the date first above written, all of the Transferor's right, title and interest in, to and under the Inventions.

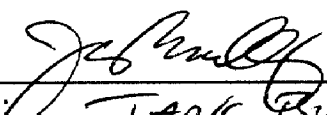
ALL OF THE FOREGOING to be held and enjoyed by the Transferee for its own use and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Transferor if this transfer to the Transferee had not been made. The Transferor agrees to provide testimony, at the Transferee's expense, at any time in connection with any proceedings affecting the right, title, interest or benefit of Transferee in, to or under the Inventions and to execute and deliver upon request of the Transferee such additional documents as are necessary or desirable to give full effect to and perfect the rights of the Transferee under this Assignment.

Transferee agrees, at its own expense, to defend or at its option to settle any claim or action brought against Transferor, and each of its directors, officers and service members (each an “**Indemnatee**”) as a result of Transferee’s or any of its licensees’ or sublicensees’ use of the Inventions, and to indemnify each Indemnatee against any and all damages and costs, including legal fees, that a court awards against the Indemnatee, that are paid in settlement in accordance with this paragraph, or that the Indemnatee otherwise incurs in the defense of such claim or action; provided that the Indemnatee provides Transferee with (i) prompt written notice of such claim or action, (ii) sole control and authority over the defense or settlement of such claim or action, and (iii) proper and full information and reasonable assistance to defend and/or settle any such claim or action. Each Indemnatee shall have the right to consult with and be represented by counsel of their own selection, at the Indemnatee’s own expense, in connection with such claim. Notwithstanding the foregoing, Transferee shall not enter into any settlement, admit any liability on behalf of any Indemnatee, or consent to any adverse judgment that would adversely affect the rights, interest or business of any Indemnatee without the prior written consent of the Indemnatee.

**[SIGNATURES FOLLOWS]**


IN WITNESS WHEREOF, the Transferor has caused this Assignment to be executed.

**PACKET DESIGN, LLC**

By:   
Name: JACK Bradley  
Title: CTO

ACKNOWLEDGED AND ACCEPTED:

**PRECISION I/O, INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE A

<u>Docket</u>	<u>Serial</u>	<u>Title</u>	<u>File Date</u>	<u>Inventors</u>
1196	60/261,599	SYSTEM AND METHOD FOR OFFLOADING RESPONSES TO NETWORK COMMUNICATIONS	1/12/2001	Van Jacobson
1197	60/261,598	METHOD AND APPARATUS FOR EFFICIENT INPUT/OUTPUT OF A COMPUTER SYSTEM	1/12/2001	Van Jacobson
1276	60/337,229	METHOD AND APPARATUS FOR ESTABLISHING A SECURE CONNECTION	12/3/2001	Van Jacobson and Kedar Poduri
1292	10/042,971	SYSTEM AND METHOD FOR EFFICIENT INPUT/OUTPUT OF A COMPUTER SYSTEM	1/7/2002	Van Jacobson
1293	10/042,886	SYSTEM AND METHOD FOR ESTABLISHING A SECURE CONNECTION	1/7/2002	Van Jacobson and Kedar Poduri
1295	60/375,880	METHOD AND APPARATUS FOR EFFICIENT INPUT/OUTPUT OF A COMPUTER SYSTEM	4/25/2002	Bob Felderman, Van Jacobson and Martin Eberhard
1304	60/441,823	METHOD AND APPARATUS FOR PROVIDING COMMUNICATIONS TO PROCESSES	1/22/2003	Martin Eberhard, Bob Felderman and Van Jacobson
1307	60/373,745	METHOD AND APPARATUS FOR IDENTIFYING AN ADDRESS OF A CORRESPONDING CONTENT OR CLASSIFYING AND LEARNING CONTENT BASED ON ONE OF SEVERAL TYPES	4/17/2002	Martin Eberhard
1345	10/337,177	SYSTEM AND METHOD FOR ALLOCATING	1/6/2003	Van Jacobson, Bob

		COMMUNICATIONS TO PROCESSORS IN A MULTIPROCESSOR SYSTEM		Felderman, Archibald L. Cobbs and Martin Eberhard
1347	10/337,176	SYSTEM AND METHOD FOR ALLOCATING COMMUNICATIONS TO PROCESSORS AND RESCHEDULING PROCESSES IN A MULTIPROCESSOR SYSTEM	1/6/2003	Van Jacobson, Bob Felderman, Archibald L. Cobbs and Martin Eberhard