

FORM PTO-1619A  
Expires 06/30/99  
OMB 0851-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

### RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

#### Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)  Execution Date  
Month Day Year

#### Second Party

Name (line 1)  Execution Date  
Month Day Year

Name (line 2)

#### Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)   If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

#### Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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FORM PTO-1619B  
Expires 06/30/99  
OMB 0651-0027

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U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

**Correspondent Name and Address**      **Area Code and Telephone Number**

**Name**

**Address (line 1)**

**Address (line 2)**

**Address (line 3)**

**Address (line 4)**

**Pages**      Enter the total number of pages of the attached conveyance document including any attachments.      #

**Application Number(s) or Patent Number(s)**       Mark If additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="09/605,438"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.      Month      Day      Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number      PCT       PCT       PCT

only if a U.S. Application Number      PCT       PCT       PCT

has not been assigned.

**Number of Properties**      Enter the total number of properties involved.      #

**Fee Amount**      Fee Amount for Properties Listed (37 CFR 3.41): \$

**Method of Payment:**      Enclosed       Deposit Account

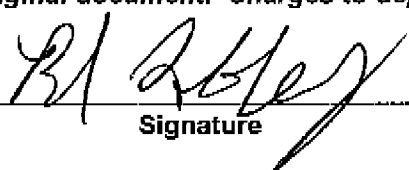
**Deposit Account**  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:      #

Authorization to charge additional fees:      Yes       No

**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. Charges to deposit account are authorized, as indicated herein.*

Richard Goldenberg, Reg. No. 38,895           

**Name of Person Signing**      **Signature**      **Date**

FORM PTO-1619C  
Expires 06/30/99  
OMB 0651-0027

### RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

#### Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

#### Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

#### Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

##### Patent Application Number(s)

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##### Patent Number(s)

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**Exhibit B****INTELLIGENT STORAGE SYSTEMS INC.****Assignment of Inventions Agreement**

I, Seweryn Mokryn, recognize that Intelligent Storage Systems Inc., a Delaware corporation, (the "Company") is engaged in a continuous program of research, development, production, marketing and sales of its present and future products. In my employment capacity with the Company, I may develop inventions or improvements related to the business of the Company. In consideration of my employment, and for the compensation the Company will be paying me, I hereby agree as follows:

1. I hereby irrevocably assign all of my rights in all inventions, including without limitation improvements, formulae, processes, techniques, knowhow, data, whether or not patentable, that I have made or conceived or reduced to practice or learned, either alone or jointly with others, during my employment with the Company or its predecessor, Intelligent Storage Systems Inc., a Massachusetts corporation, formerly known as C-Star Incorporated ("C-Star"), which are related to or useful in the business of the Company or resulted from tasks assigned me by the Company or C-Star or resulted from use of premises owned, leased or contacted for by the Company or C-Star including, without limitation, those inventions identified on Schedule A attached hereto.

2. I will promptly disclose all inventions to the Company, including without limitation improvements, formulae, processes, techniques, knowhow, data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the term of my employment whether or not during normal business hours or on the Company's premises, which are directly or indirectly related to or useful or potentially useful in the business of the Company or result from tasks assigned me by the Company or result from tasks assigned me by the Company or result from use of premises owned, leased or contracted by the Company.

3. I agree that by virtue hereof all inventions described in Section 2 above shall become the sole property of the Company and the Company shall be the sole owner of all patents and other rights in connection with these inventions. I hereby assign to the Company any rights I may have or acquire in all inventions, whether or not they are patentable. I further agree to assist the Company in every reasonable way to obtain and enforce patents on inventions in any and all countries, and to that end I will execute any and all documents necessary to obtain and enforce said patents together with any assignment thereof to the Company or its nominee. My obligation to assist the Company in obtaining and enforcing patents for inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request. If the Company is unable, after reasonable effort, to secure my signature on any

application for patent, copyright, trademark or other analogous registration or other documents regarding any legal protection relating to an invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by me.

4. I have identified and briefly described on Schedule B all of the inventions and improvements which have been made or conceived or first reduced to practice, and all of the patents obtained, by me alone or jointly with others prior to my engagement by the Company. Such inventions and improvement shall be excluded from the operation of this Agreement, and I represent that such list is complete. If there is no such list on Schedule B, I represent that there are no such inventions, improvements or patents at the time of signing this Agreement.

5. This Agreement shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts.

6. I acknowledge that the breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.

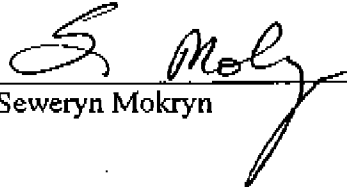
7. Any amendment to or modification of this Agreement, and any waiver of any provision hereof, shall be in writing. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof.

8. I represent and warrant that my performance of all of the terms of this Agreement does not and will not breach any agreement between me and a third party. I have not entered into, and I shall not enter into, any agreement wither written or oral in conflict herewith.


9. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By:   
Seweryn Mokryn

ACCEPTED AND AGREED TO:  
INTELLIGENT STORAGE SYSTEMS INC.

By:   
Alan S. Davis, President

Dated: January 28, 2000

Schedule A

None.

Schedule B

None.

BO:32839.5

B-5

PATENT  
REEL: 013961 FRAME: 0721



Exhibit B

## INTELLIGENT STORAGE SYSTEMS INC.

Assignment of Inventions Agreement

I, Marek Mokryn, recognize that Intelligent Storage Systems Inc., a Delaware corporation, (the "Company") is engaged in a continuous program of research, development, production, marketing and sales of its present and future products. In my employment capacity with the Company, I may develop inventions or improvements related to the business of the Company. In consideration of my employment, and for the compensation the Company will be paying me, I hereby agree as follows:

1. I hereby irrevocably assign all of my rights in all inventions, including without limitation improvements, formulae, processes, techniques, knowhow, data, whether or not patentable, that I have made or conceived or reduced to practice or learned, either alone or jointly with others, during my employment with the Company or its predecessor, Intelligent Storage Systems Inc., a Massachusetts corporation, formerly known as C-Star Incorporated ("C-Star"), which are related to or useful in the business of the Company or resulted from tasks assigned me by the Company or C-Star or resulted from use of premises owned, leased or contracted for by the Company or C-Star including, without limitation, those inventions identified on Schedule A attached hereto.

2. I will promptly disclose all inventions to the Company, including without limitation improvements, formulae, processes, techniques, knowhow, data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the term of my employment whether or not during normal business hours or on the Company's premises, which are directly or indirectly related to or useful or potentially useful in the business of the Company or result from tasks assigned me by the Company or result from tasks assigned me by the Company or result from use of premises owned, leased or contracted by the Company.

3. I agree that by virtue hereof all inventions described in Section 2 above shall become the sole property of the Company and the Company shall be the sole owner of all patents and other rights in connection with these inventions. I hereby assign to the Company any rights I may have or acquire in all inventions, whether or not they are patentable. I further agree to assist the Company in every reasonable way to obtain and enforce patents on inventions in any and all countries, and to that end I will execute any and all documents necessary to obtain and enforce said patents together with any assignment thereof to the Company or its nominee. My obligation to assist the Company in obtaining and enforcing patents for inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's

request. If the Company is unable, after reasonable effort, to secure my signature on any application for patent, copyright, trademark or other analogous registration or other documents regarding any legal protection relating to an invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by me.

4. I have identified and briefly described on Schedule B all of the inventions and improvements which have been made or conceived or first reduced to practice, and all of the patents obtained, by me alone or jointly with others prior to my engagement by the Company. Such inventions and improvement shall be excluded from the operation of this Agreement, and I represent that such list is complete. If there is no such list on Schedule B, I represent that there are no such inventions, improvements or patents at the time of signing this Agreement.

5. This Agreement shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts.

6. I acknowledge that the breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.


7. Any amendment to or modification of this Agreement, and any waiver of any provision hereof, shall be in writing. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof.

8. I represent and warrant that my performance of all of the terms of this Agreement does not and will not breach any agreement between me and a third party. I have not entered into, and I shall not enter into, any agreement wither written or oral in conflict herewith.

9. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day set forth below

By:   
Marek Mokryn

ACCEPTED AND AGREED TO:  
INTELLIGENT STORAGE SYSTEMS INC.

By:   
[Alan S. Davis, President]

Dated: January 26, 2000

Schedule A

None.

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Schedule B

BO:32840.5

B-5

PATENT  
REEL: 013961 FRAME: 0726

**Exhibit B****INTELLIGENT STORAGE SYSTEMS INC.****Assignment of Inventions Agreement**

I, Alex Winokur, recognize that Intelligent Storage Systems Inc., a Delaware corporation, (the "Company") is engaged in a continuous program of research, development, production, marketing and sales of its present and future products. In my employment capacity with the Company, I may develop inventions or improvements related to the business of the Company. In consideration of my employment, and for the compensation the Company will be paying me, I hereby agree as follows:

1. I hereby irrevocably assign all of my rights in all inventions, including without limitation improvements, formulae, processes, techniques, knowhow, data, whether or not patentable, that I have made or conceived or reduced to practice or learned, either alone or jointly with others, during my employment with the Company or its predecessor, Intelligent Storage Systems Inc., a Massachusetts corporation, formerly known as C-Star Incorporated ("C-Star"), which are related to or useful in the business of the Company or resulted from tasks assigned me by the Company or C-Star or resulted from use of premises owned, leased or contracted for by the Company or C-Star including, without limitation, those inventions identified on Schedule A attached hereto.

2. I will promptly disclose all inventions to the Company, including without limitation improvements, formulae, processes, techniques, knowhow, data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the term of my employment whether or not during normal business hours or on the Company's premises, which are directly or indirectly related to or useful or potentially useful in the business of the Company or result from tasks assigned me by the Company or result from tasks assigned me by the Company or result from use of premises owned, leased or contracted by the Company.

I agree that by virtue hereof all inventions described in Section 2 above shall be the sole property of the Company and the Company shall be the sole owner of all patents and other rights in connection with these inventions. I hereby assign to the Company any rights I have or acquire in all inventions, whether or not they are patentable. I further agree to assist the Company in every reasonable way to obtain and enforce patents on inventions in any and all countries and to that end I will execute any and all documents necessary to obtain and enforce patents together with any assignment thereof to the Company or its nominee. My obligation to the Company in obtaining and enforcing patents for inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's expense. If the Company is unable, after reasonable effort, to secure my signature on any

application for patent, copyright, trademark or other analogous registration or other documents and any legal protection relating to an invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for me in my behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or trademark registrations or any other legal protection thereon with the same force and effect as if executed by me.

4. I have identified and briefly described on Schedule B all of the inventions and improvements which have been made or conceived or first reduced to practice, and all of the patents obtained, by me alone or jointly with others prior to my engagement by the Company. Such inventions and improvement shall be excluded from the operation of this Agreement, and I represent that such list is complete. If there is no such list on Schedule B, I represent that there are no such inventions, improvements or patents at the time of signing this Agreement.

5. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

6. I acknowledge that the breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.

7. Any amendment to or modification of this Agreement, and any waiver of any provision hereof, shall be in writing. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof.

8. I represent and warrant that my performance of all of the terms of this Agreement does not and will not breach any agreement between me and a third party. I have not entered into, and I shall not enter into, any agreement wither written or oral in conflict herewith.

9. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below.

By: *A. Winokur*  
Alex Winokur

ACCEPTED AND AGREED TO:

INTELLIGENT STORAGE SYSTEMS INC.

By: *Alan S. Davis*  
Alan S. Davis, President

Dated: January 28, 2000



Schedule A

None.

2815

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**Schedule B**

During the term of my employment with IBM, I helped write and prepare approximately [redacted] applications, all of which are owned by IBM. To my knowledge, the Company is not [redacted] intellectual property and has not undertaken any activities that infringe upon or violate [redacted] intellectual property developed by me in connection with and during the term of my [redacted] at IBM.

BO:32841.5