

06-23-2003



102479583

Form PTO-1595

R

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

Docket No.: EMS-05801

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

- (a) Brett D. Niver
- (b) Steven R. Chalmer
- (c) Steven T. McClure

6-17-03

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

Yes No

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

Name: **EMC Corporation**

Internal Address: _____

Street Address: **176 South Street**

City: **Hopkinton** State: **Massachusetts** Zip: **01748**

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution Date(s): (a) **June 16, 2003**
(b) **June 16, 2003**
(c) **June 16, 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 applications is: **June 16, 2003**

10462949

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Patent Group
Internal Address: Choate, Hall & Stewart
Street Address: Exchange Place
53 State Street
City: Boston State: MA ZIP: 02109-2804

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 number:

(Attached 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.

Anne E. Saturnelli, Reg. No. 41,290
Name of Person Signing

Signature

June 17, 2003
Date

Total number of pages including cover sheet, attachments, and documents: 3

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

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

06/23/2003 ECOOPER 00000016 10462949

01 FC:8021

40.00 DP

3571947v1

PATENT
REEL: 014187 FRAME: 0373

17612 U.S. PTO
10/462949
06/17/03

ASSIGNMENT

WHEREAS, WE, **BRETT D. NIVER**, of Grafton, Massachusetts, **STEVEN R. CHALMER**, of Auburndale, Massachusetts, and **STEVEN T. MCCLURE**, of Northboro, Massachusetts have developed certain inventions described in a patent application titled **USING THE MESSAGE FABRIC TO MAINTAIN CACHE COHERENCY OF LOCAL CACHES OF GLOBAL MEMORY**, filed herewith, and have full right to convey the entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, EMC Corporation ("Assignee"), having a principal place of business at 176 South Street, Hopkinton, Massachusetts 01748, is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned do hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, the entire right, title and interest throughout the world in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in the U.S. or any foreign country based thereon, including the right to file said applications and claim priority under the provisions of any U.S. or international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

The undersigned further agree, without any further payment or compensation by said Assignee or its successors and assigns, to communicate to said Assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals on the date after their signatures.



BRETT D. NIVER

6/16/03

(Date)

Commonwealth of Massachusetts
County of

On this 16 day of June, 2003 before me personally appeared **BRETT D. NIVER** to me personally known, and known to me to be the person who signed the foregoing assignment and acknowledged the signing of same as his free act and deed.



Notary Public

My Commission Expires: 11-20-09

SR Chalmer
STEVEN R. CHALMER

6/16/03
(Date)

Commonwealth of Massachusetts
County of

On this 16 day of June, 2003 before me personally appeared **STEVEN R. CHALMER** to me personally known, and known to me to be the person who signed the foregoing assignment and acknowledged the signing of same as his free act and deed.

[Signature]
Notary Public

My Commission Expires: 11-20-09

Steve McClure
STEVEN T. MCCLURE

6/16/03
(Date)

Commonwealth of Massachusetts
County of

On this 16 day of June, 2003 before me personally appeared **STEVEN T. MCCLURE** to me personally known, and known to me to be the person who signed the foregoing assignment and acknowledged the signing of same as his free act and deed.

[Signature]
Notary Public

My Commission Expires: 11-20-09