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RECORD	08-04-2003
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To the Honorable commissioner of Patents and	
Please record the attached original documen	102515723eiving party(ies):
1. Name of conveying party(ies): Peter F. Corbett 7.28.72	2. Name and 2. eiving party(ies):
Cheryl Thompson	Name: Network Appliance, Inc.
Robert M. English	Name. Network Apphance, mc.
Jeffrey L. Heller	
	Street Address:495 East Java Drive
Additional name(s) of conveying	City: Suppyyolo
party(ies) attached?YesXNo	City: Sunnyvale
3. Nature of conveyance:	State: California Zip:94089
X Assignment	•
Merger	
Security Agreement	
Change of Name	
Other	Additional name(s) & address(es)
	Attached?Yes _X_No
Execution Date: July 22, 2003, July 22, 2003, July 22, 2003 and July 23, 2003 respectively	
4. Application number(s) or patent number(s):	
If this document is being filed together with a new a date of the application is: A. Patent Application No.(s) 10/423,391	pplication, the execution B. Patent No. (s)
Additional numbers attached	?YesXNo
5. Name and address of party to whom	6. Total number of applications and
correspondence concerning document should be	patents involved:1
mailed:	
	7. Total fee (37 CFR 3.41) \$40.00
Name: Duane H. Dreger	X Enclosed
Street Address: Cesari and McKenna, LLP	Authorized to be charged to deposit
	Account
88 Black Falcon Avenue	8. Deposit account no. 03-1237 (Attach duplicate
City: Boston State: MA Zip: 02210	copy of this page if paying by deposit account)
DO NOT U	SE THIS SPACE
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing information of the original document.	tion is true and correct and any attached copy is a true
Dyane H. Dreger, Reg. No. 48,836	July 28, 2003
Name of Person Signing Signatur	Date Total number of pages comprising cover sheet:
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ASSIGNMENT

Whereas We, Peter F. Corbett, whose residence address is 33 Summer Street, Lexington, MA 02420, Cheryl Thompson, whose residence address is 486 Pala Avenue, Sunnyvale, CA 94086, Robert M. English, whose residence address is 4 East Creek Place, Menlo Park, CA 94025, and Jeffrey L. Heller, whose residence address is 904 Theresa Court, Menlo Park, CA 94025, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled SYSTEM AND METHOD FOR RESERVING SPACE TO GUARANTEE FILE WRITABILITY IN A FILE SYSTEM SUPPORTING PERSISTENT CONSISTENCY POINT IMAGES, identified by Cesari and McKenna File No. 112056-0096, the specification of which was filed on April 25, 2003, and accorded Serial Number 10/423,391; and

Whereas Network Appliance, Inc., whose address is 495 East Java Drive, Sunnyvale, CA 94089, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

- 1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent:
- 2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
- 4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
- 5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions

and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

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Date Peter F. Co	orbett, Inventor
State of North Carolina)	
County of WAKE)ss.	
On July 22, 200 before appeared Peter F. Corbett,	me, DONNA M. MARCEPERSONALLY
	personally known to me proved to me on the basis of satisfactory evidence

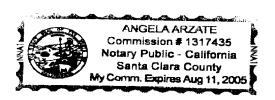
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,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

WITNESS my hand and official seal

Wenna M. Marcolle
Signature of Notary Public

[seal]

	P	U
July 22, 2003 Cher	yl Thompson, Inventor	
State of California County of Sarka Cara))ss.)	
	efore me Orgela Create Noter Public personall	у
appeared Cheryl Thompson,		
	personally known to me	•



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

Signature of Notary Public

[seal]

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