

AUG 01 2003

08-12-2003



102523875

Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings $\Rightarrow \Rightarrow \Rightarrow \nabla$

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

and original documents or copy thereof.

1. Name of conveying party(ies):

Embrace Networks, Inc.
950 Kifer Road
Sunnyvale, CA 94086

7-30-03

2. Name and address of receiving party(ies)

Name: Digi International Inc.

Internal Address:

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Street Address: 11001 Bren Road E.

City: Minnetonka State: MN Zip: 55343

Execution Date: 07/28/2003

Additional name(s) & 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) please see attached
sheet of 13 application numbers

B. Patent No.(s) 6,446,192

Additional numbers attached? ☒ Yes ☐ No

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

Name: Alan Heimlich, Esq.

Internal Address:

Street Address: 5952 Dial Way

City: San Jose State: CA Zip: 95129

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 3.41) \$ 560.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Alan Heimlich / Reg No. 48808

Name of Person Signing

Alan Heimlich

Signature

7/30/03

Date

Total number of pages including cover sheet, attachments, and documents: 16

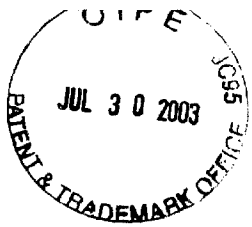
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

08/12/2003 JJALLAH2 00000006 6446192

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560.00

PATENT
REEL: 014357 FRAME: 0470



AUG 01 2003

ADDITIONAL SHEET FOR PTO 1595 – RECORDATION FORM COVER SHEET

4. Application number(s) or patent number(s)

A. Patent Application No.(s)	B. Patent No.(s)
09/497,326	No additional patent numbers
09/811,140	
09/759,728	
09/912,636	
09/881,248	
09/912,637	
09/874,867	
09/884,741	
10/222,076	
10/050,462	
10/290,023	
10/409,234	
10/342,868	

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

REMOTE MONITORING AND CONTROL OF EQUIPMENT OVER COMPUTER NETWORKS USING A SINGLE WEB INTERFACING CHIP

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 04 June 1999 Application No: 09/326,105☒ for which a patent was granted on 3 Sept 2002 Patent No: 6,446,192

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):



Tom Muise / Embrace Networks - CFODated: 28 July 2003State of _____)
County of _____)
SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

DIGITAL NETWORK MEDIA ACCESS CONTROL TECHNIQUE

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 10 Nov 1999 Application No: 09/497,326

☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):

Tom Muise Dated: 28 July 2003
 Tom Muise, Embrace Networks - CFO

State of _____)
 County of _____) SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

 Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

**SYSTEM AND METHOD TO MANAGE NETWORK-ENABLED EMBEDDED DEVICES OPERATING
UNDER VARIOUS PROTOCOLS**

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 16 Mar 2001 Application No: 09/811,140☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

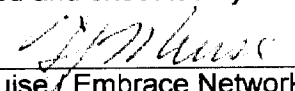
Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):



Tom Muijs, Embrace Networks - CFODated: 28 July 2003State of _____)
County of _____)
SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

METHOD AND APPARATUS FOR FIREWALL TRAVERSAL

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 11 Jan 2001 Application No: 09/759,728

☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):

 Dated: 28 July 2003
 Tom Muise / Embrace Networks - CFO

State of _____)
 County of _____) SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

 Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

NETWORK ARCHITECTURE

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 24 July 2001 Application No: 09/912,636

☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):

 Dated: 28 July 2003
 Tom Mui / Embrace Networks - CFO

State of _____)
 County of _____) SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

 Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

COMPUTER SYSTEM AND METHOD TO DISPATCH AND RECEIVE A MESSAGE RESPONSIVE TO THE OCCURRENCE OF AN EVENT

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 13 June 2001 Application No: 09/881,248

☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):

Tom Mui Dated: 28 July 2003
 Tom Mui / Embrace Networks - CFO

State of _____)
 County of _____) SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

 Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

METHOD AND SYSTEM TO PROGRAM INPUT OUTPUT (PIO) PINS

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 24 July 2001 Application No: 09/912,637

☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):

Tom Muise /  Dated: 28 July 2003
Embrace Networks - CFO

State of _____)
 County of _____) SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

 Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

METHOD AND APPARATUS FOR THE DETECTION OF THE END OF A DAISY CHAIN

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 04 June 2001 Application No: 09/874,867

☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):

 Dated: 28 July 2003
 Tom Muise / Embrace Networks - CFO

State of _____)
 County of _____) SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

 Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

METHOD AND APPARATUS FOR RELATIONSHIP MANAGEMENT

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 18 June 2001 Application No: 09/884,741☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):

Tom Muisse Dated: 28 July 2003
Tom Muisse / Embrace Networks - CFO

State of _____)
County of _____) SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

METHOD AND APPARATUS FOR A CLIENT CONNECTION MANAGER

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 15 August 2002 Application No: 10/222,076

☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:


Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):

 Dated: 28 July 2003
 Tom Muise / Embrace Networks - CFO

State of _____)
 County of _____) SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

 Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

**AN ITERATIVE METHOD, AND APPARATUS FOR ACQUIRING TIME AND FREQUENCY
SYNCHRONIZATION IN A DSSS RECEIVER**

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 15 Jan 2002 Application No: 10/050,462

☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):

Tom Muise Dated: 28 July 2003
 Tom Muise / Embrace Networks - CFO

State of _____)
 County of _____) SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

 Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

METHOD AND APPARATUS FOR THIRD PARTY CONTROL OF A DEVICE

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 06 Nov 2002 Application No: 10/290,023

☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):

 Dated: 28 July 2003
 Tom Muise / Embrace Networks - CFO

State of _____)
 County of _____) SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

 Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

METHOD AND APPARATUS FOR ASSOCIATING NETWORK ENTITIES

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 08 April 2003 Application No: 10/409,234

☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):

 Dated: 28 July 2003
 Tom Mui / Embrace Networks - CFO

State of _____)
 County of _____) SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

 Notary's Signature

Whereas, I/We:

Embrace Networks, Inc. of 950 Kifer Road, Sunnyvale, CA 94086

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

Method and Apparatus for Key Management for Various Device-Server Configurations

hereafter referred to as Invention,

☒ for which an application was filed
☐ herewith or ☒ on 14 Jan 2003 Application No: 10/342,868

☐ for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

Digi International Inc. of 11001 Bren Road E., Minnetonka, MN 55343

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):

 Dated: 28 July 2003
 Tom Muise / Embrace Networks - CFO

State of _____)
 County of _____) SS:

On this _____ day of _____, in the year of _____, before me, above-named Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in free act of his/her/their authorized capacity(ies), and that 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.

 Notary's Signature