

08-19-2003

ASS



102528137 PATENTS ONLY-

VER SHEET

17497 U.S. PTO
10/635793
08/05/03

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

- 1. Name of conveying party(ies)
 - a) **Shashank Nemawarkar**
 - b) **Rajesh Kota**
 - c) **Guru Prasadh**
 - d) **Carl Zeitler**
 - e) **David B. Glasco**

f-5-00

- 2. Name and address of receiving party(ies):
 - a) Name: **Newisys, Inc.**
 - Address: **10814 Jollyville Road, Bldg 4 Suite 300
Austin, TX 78759**

- 3. Nature of conveyance

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Other _____	<input type="checkbox"/> License Agreement

Execution Date: **Shashank Nemawarkar-July 1, 2003, Rajesh Kota-July 1, 2003, Guru Prasadh-July 1, 2003, Carl Zeitler-July 2, 2003, and David B. Glasco-July 2, 2003**

- 4. Application Number(s) or Patent Number(s): **NEW**
The title of the (new) application is:

10635797

RELIABLE COMMUNICATION BETWEEN MULTI-PROCESSOR CLUSTERS OF MULTI-CLUSTER COMPUTER SYSTEMS

- 5. Please send all correspondence concerning this (these) documents to:

Beyer Weaver & Thomas, LLP
P.O. Box 778
Berkeley, CA 94704-0778
Ph: (510) 843-6200
Fax: (510) 843-6203
(Customer Number: 022434)

- 6. Total number of applications and patents involved: 1

- 7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Any additional fees are authorized to be charged to Deposit Account No. 500388 (Order No. NWISP043)

8. 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.

Date: August 5, 2003

Roger S. Sampson
 Registration No. 44,314

Attorney Docket No. NWISP043

(Revised 12/01)

PATENT
REEL: 014385 FRAME: 0767

ASSIGNMENT OF PATENT APPLICATION

Whereas I, an undersigned inventor, have invented certain new and useful improvements as set forth in the patent application entitled:

RELIABLE COMMUNICATION BETWEEN MULTI-PROCESSOR CLUSTERS OF MULTI-CLUSTER COMPUTER SYSTEMS

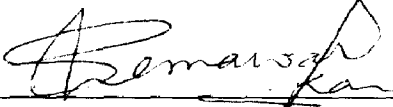
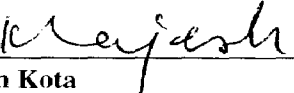
(Atty. Docket No. NWISP043), (check one)

- for which I have executed a U.S. patent application on even date herewith. (Accompanying)
 which bears U.S. application No. _____. (Not accompanying)
 which is a U.S. provisional application. (Accompanying)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, an undersigned inventor, hereby:

- 1) Sell, assign and transfer to NEWISYS, Inc., a Delaware corporation having a place of business at 10814 Jollyville Road, Bldg. 4 Suite 300, Austin, Texas 78759 ("ASSIGNEE"), the entire right, title and interest in any and all improvements and inventions disclosed in, applications based upon, and patents granted upon (including foreign patents and the right to claim priority), the above-referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all United States Patents resulting from said application or any division, continuation, substitute, renewal, re-examination or reissue thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon the inventor, as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered and will not enter into any assignment, contract, or understanding that conflicts with this assignment.
- 6) Authorize and request my attorney/agent to insert above the application No. in order to assist with recordal of this assignment.

Signed on the date indicated beside my signature.

- 1) Signature:  Date: 07/01/2003
Typed Name: **Shashank Nemawarkar**
- 2) Signature:  Date: 7/1/03
Typed Name: **Rajesh Kota**

3) Signature: R. H Date: 7/1/03
Typed Name: **Guru Prasadh**

4) Signature: _____ Date: _____
Typed Name: **Carl Zeitler**

5) Signature: David B. Glasco Date: 7/2/03
Typed Name: **David B. Glasco**

ASSIGNMENT OF PATENT APPLICATION

Whereas I, an undersigned inventor, have invented certain new and useful improvements as set forth in the patent application entitled:

RELIABLE COMMUNICATION BETWEEN MULTI-PROCESSOR CLUSTERS OF MULTI-CLUSTER COMPUTER SYSTEMS

(Atty. Docket No. NWISP043), (check one)

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- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon the inventor, as well as the inventor's heirs, legal representatives and assigns.
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- 6) Authorize and request my attorney/agent to insert above the application No. in order to assist with recordal of this assignment.

Signed on the date indicated beside my signature.

- 1) Signature: _____ Date: _____
Typed Name: **Shashank Nemawarkar**
- 2) Signature: _____ Date: _____
Typed Name: **Rajesh Kota**

3) Signature: _____
Typed Name: **Guru Prasadh**

Date: _____

4) Signature: Carl Zeitler
Typed Name: **Carl Zeitler**

Date: 7/2/2003

5) Signature: _____
Typed Name: **David B. Glasco**

Date: _____

STATE OF TEXAS
COUNTY OF HARRIS
On this 2nd day of July 2003 before me
personally appeared Carl Zeitler
to me known to be the person who executed the
foregoing instrument, and acknowledged that he
executed the same as his free act and deed.

Jamilyn M. Miller
Notary Public

