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PATENTS

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RL

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

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

## 1. Name of conveying party(ies):

Shivkumar Kalyanaraman (03/25/2003), Neelkanth Natu (05/22/2003), Priya Rajagopal (04/02/2003), Puneet Thapliyal (07/16/2003), Sidhartha ' (06/18/2003), and Jiang Li (04/25/2003)

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

☐ Yes ☒ No

## 3. Nature of Conveyance:

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

Execution Date: July 17, 2003

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

Name: Rensselaer Polytechnic Institute

Internal Address:

Street Address:

3210 J Building

City: Troy

State: NY

Zip: 12180

Additional name(s) &amp; 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 new application is:

A. Patent Application No.(s):

10/240,323

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name:

DICKSTEIN SHAPIRO MORIN &amp; OSHINSKY LLP

Internal Address: Atty. Dkt.: R1797.0008/P008

Street Address:

2101 L Street NW

City:

Washington

State:

DC

Zip:

20037-1526

## 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☒ Authorized to be charged to credit card  
(Form 2038 enclosed)

## 8. Deposit account number:

04-1073

(Attach duplicate copy of this page if paying by deposit account)

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## 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.

Jon D. Grossman (32,699)

Name of Person Signing

Signature

July 29, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 10

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT** by Shivkumar Kalyanaraman; Neelkanth Natu; Priya Rajagopal; Puneet Thapliyal; Sidhartha; and Jiang Li (hereinafter referred to as Assignors), all residing at c/o Rensselaer Polytechnic Institute, 3210 J Building, Troy, New York 12180, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in **SYSTEM AND METHOD OF SOURCE BASED MULTICAST CONGESTION CONTROL**, set forth in a Patent application for Letters Patent of the United States, already filed on October 1, 2002 as U.S. application No. \_\_\_\_\_ ; and

**WHEREAS**, Rensselaer Polytechnic Institute, a organization organized under and pursuant to the laws of New York having a place of business at c/o Rensselaer Polytechnic Institute, 3210 J Building, Troy, New York 12180 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, the same to be held and enjoyed by Assignee, for its own use and benefit and the

use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions

and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

**DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP**

Gary M. Hoffman	26,411	Ryan H. Flax	48,141	Ellen S. Tao	43,383
Thomas J. D'Amico	28,371	Richard LaCava	41,135	Gary L. Veron	39,057
Donald A. Gregory	28,954	John C. Luce	34,378	Steven I. Weisburd	27,409
James W. Brady, Jr.	32,115	Peter McGee	35,947	Mialecka C. Williams-Bibbs	48,037
Jon D. Grossman	32,699	Edward A. Meilman	24,735	Peter Zura	48,196
Mark J. Thronson	33,082	Edwin Oh	45,319	Jeremy A. Cubert	40,399
Eric Oliver	35,307	William E. Powell, III	39,803	Gianni Minutoli	41,198
Laurence E. Fisher	37,131	Steven S. Rubin	43,063	Michael Bergman	42,318
Ian R. Blum	42,336	Michael J. Scheer	34,425	Salvatore P. Tamburo	45,153
Gabriela I. Coman	50,515	Stephen A. Soffen	31,063	Peter A. Veytsman	45,920
Catherine A. Ferguson	40,877	Christopher M. Tanner	41,518	Christopher S. Chow	46,493

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

*Shivkumar Kalyanaraman*  
Shivkumar Kalyanaraman

Date: 03/28/03

United States of America )  
State of New York ) ss.:  
County of Rensselaer )

On this 25<sup>th</sup> day of March, 2003, before me  
personally came Shivkumar Kalyanaraman, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

*Eleanor F. Meyer*  
Notary Public

ELEANOR F. MEYER  
Notary Public, State of New York  
Residing in Albany County  
Commission Expires Mar. 30, ~~19~~  
4609048 2007

N.S. Natu

Neelkanth Natu

Date:

5/22/03

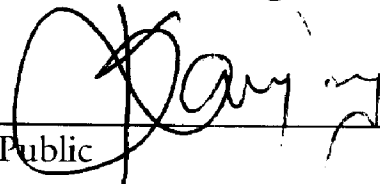
United States of America )

State of California ) ss.:

County of Santa Clara )

On this 22 day of May, 2003, before me  
personally came Neelkanth Natu, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

Notary Public



*Priya R*

Priya Rajagopal

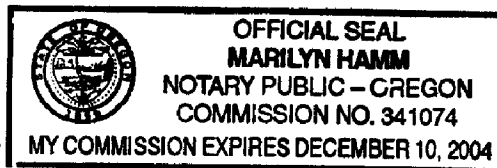
Date: 4/2/03

United States of America )  
State of OREGON ) ss.:  
County of WASHINGTON )

On this 2 day of April, 2003, before me  
personally came Priya Rajagopal, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

*Marilyn Hamm*

Notary Public



Thapliyal

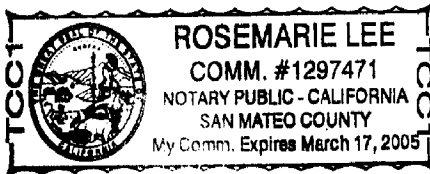
Puneet Thapliyal

Date: July 16, 2003

United States of America )  
State of California ) ss.:  
County of San Mateo )

On this 16 day of July, 2003, before me  
personally came Puneet Thapliyal, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

Rosemarie Lee  
Notary Public



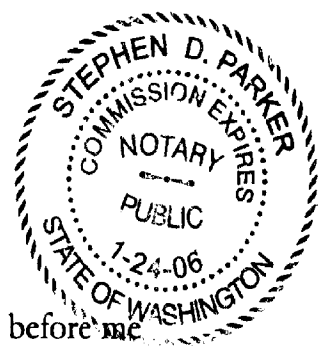


Sidhartha

Sidhartha

Date: 06/18/03

United States of America )  
State of Washington ) ss.:  
County of King )



On this 18<sup>th</sup> day of June, 2003, before me  
personally came Sidhartha, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

[Signature]

Notary Public

Jiang Li  
Jiang Li

Date: 04/25/2003

United States of America )  
State of \_\_\_\_\_ ) ss.:  
County of \_\_\_\_\_ )

On this 25 day of April, 2003, before me  
personally came Jiang Li, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

Jennifer Kane  
Notary Public

