

11-19-2003

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Form **PTO-1595**
(Rev. 10/02, modified)
OMB No. 0651-0027 (exp. 6/30/2005)

EET

U.S. Department of Commerce
Patent and Trademark Office



To the Honorable Comm

102604071

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Flatrock, Inc.

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

Cascadia Pacific II, LLC
4900 SW Griffith Drive, #163
Beaverton, Oregon 97005

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance: ☒ Assignment
☐ Merger ☐ Security Agreement
☐ Change of Name ☐ Reassignment
☐ Other

Execution date: 09/05/2003.Additional names of receiving parties attached? ☐ Yes ☒ No

4. Application number(s) and/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)

09/870,959

09/871,406

09/870,547

B. Patent No.(s)

Additional numbers attached: ☐ Yes ☒ No

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

Customer No. 25096
Perkins Coie LLP
P.O. Box 1247
Seattle, Washington 98111-1247
(206) 359-8000

6. Total No. of applications and patents involved: three (3)7. Total fee (37 CFR §3.41): \$120.00☒ Enclosed☐ Charge Deposit Account No. 50-06658. Deposit Account No. 50-0665

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

11/18/2003 DDYRME 00000116 09670959
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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.

Steven D. Lawrenz

Name of Person Signing

Signature

Date

11/13/03

Total number of pages, including cover sheet, attachments and document: 4

ASSIGNMENT OF PATENTS

ASSIGNMENT OF PATENTS made as of the 5th day of September, 2003 by Robert K. Morrow, Inc., the duly appointed chapter 7 trustee in the bankruptcy case, *In re Flatrock, Inc.*, United States Bankruptcy Court District of Oregon, Case No. 303-30335-rld7, with its principal place of business at 1515 SW Fifth Ave., Suite 600, Portland, OR 97201, for and on behalf of Debtor Flatrock, Inc., with its principal place of business at 1505 SE Gideon Street, Suite 600, Portland, OR 97202 ("Assignor"), to Cascadia Pacific II, LLC, an Oregon limited liability company, with its principal place of business at 4900 SW Griffith Drive, #163, Beaverton, 97005 ("Assignee").

RECITAL

Assignee and Assignor are parties to a Sale Agreement dated July 10, 2003 (the "Sale Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Sale Agreement), including without limitation the patents of Assignor. Pursuant to the Sale Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Sale Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its

[34518-0002/PA032320.031]

successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the principles of conflicts of laws thereof.

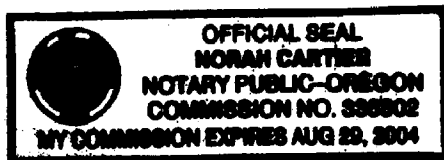
IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

ROBERT K. MORROW, INC.
Duly appointed Chapter 7 Trustee for
Debtor FLATROCK, INC.

By: [Signature]
Name: Robert K. Morrow
Title: President

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on Sept 5, 2003, by
Robert K. Morrow as President Robert K. Morrow, Inc.



Norah Cartier
Notary Public - State of Oregon
My commission expires: _____

SCHEDULE A

Patents and Patent Applications

Patent		Status	US Patent No.
1.	Method and Apparatus for Providing Network Dependent Application Services	Pending	09/870,959
2.	Method and Apparatus for Automatically Provisioning Application Delivery Transports for Network Dependent Application Services	Pending	09/871,406
3.	Method and Apparatus for Delivering Network Dependent Application Services Employing Application Corresponding Address Based Application Delivery Transports	Pending	09/870,547

[34518-0002/PA032320.051]