

12-10-2003

Form PTO-1595 (Rsev. 03/01)



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

102619365

OMB No. 0651-0027 (exp. 5/31/2002) Tab settings =>>>

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

1. Name of conveying party(ies): SHAHAM, Oded 12-4-03 SAGIV, Avi SHAPIRA, Yair ZAKAI, Noam Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: FLASH NETWORKS LTD. Internal Address: Street Address: PO Box 12624 City: Herzliya State: Israel Zip: 46733 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: June 1, 2003 & May 25, 2003 & June 1, 2003 & June 1, 2003

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) 10/432,835 B. Patent No.(s) Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Eitan, Pearl, Latzer & Cohen Zedek, LLP. Internal Address: Street Address: 10 Rockefeller Plaza Suite 1001 City: New York State: NY Zip: 10020

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 8. Deposit account number: 05-0649 (Attach duplicate copy of this page if paying by deposit account)

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. Guy Yonay Name of Person Signing Signature December 4, 2003 Date

Total number of pages including cover sheet, attachments, and documents: 11

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

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the Receipt of which is hereby acknowledged, I the undersigned, SHAHAM, Oded residing at ~~20 Kiryat Sefer Street, Haifa 34676, Israel;~~ ^{(O.S.) 41 HANASI AVENUE, HAIFA,} SAGIV, Avi residing at 34 Anatot Street, Tel Aviv 69080, Israel; SHAPIRA, Yair residing at 27 D'Israeli Street, Haifa 34333, Israel; ZAKAI, Noam residing at 13 Pinski Street, Haifa 34351, Israel

Hereby sell, assign and transfer to **FLASH NETWORKS LTD.**, an Israeli company located at 16 Galgalei Haplada St., Herzliya Pituach, Israel; its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and as possessed by the undersigned, any and all inventions which are disclosed but not claimed in the application for United States National Phase Application of International Application Number PCT/IL01/01095 filed on 28 November 2001 and is entitled

SYSTEM AND METHOD FOR A TRANSMISSION RATE CONTROLLER

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and

purpose of this assignment, the under-signed or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

COVENANT with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Witness: *irl* [Signature] *[Signature]* [Inventor's Signature]
 Shiri Margel [Name] SHAHAM, Oded
 Ben Gurion 28 Petah Tikva [Address]
 01/06/03 [Date]
 [day / month / year]

Witness: _____ [Signature] _____ [Inventor's Signature]
 _____ [Name] SAGIV, Avi
 _____ [Address]
 _____ [Date]
 [day / month / year]

Witness: _____ [Signature] _____ [Inventor's Signature]
 _____ [Name] SHAPIRA, Yair
 _____ [Address]
 _____ [Date]
 [day / month / year]

Witness: _____	[Signature]	_____	[Inventor's Signature]
_____	[Name]	ZAKAI, Noam	
_____	[Address]		
_____	[Date]		
[day / month / year]			

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the Receipt of which is hereby acknowledged, I the undersigned, SHAHAM, Oded residing at 20 Kiryat-Sefer Street, Haifa 34676, Israel; SAGIV, Avi residing at 34 Anatot Street, Tel Aviv 69080, Israel; SHAPIRA, Yair residing at 27 D'Israeli Street, Haifa 34333, Israel; ZAKAI, Noam residing at 13 Pinski Street, Haifa 34351, Israel

Hereby sell, assign and transfer to **FLASH NETWORKS LTD.**, an Israeli company located at 16 Galgalei Haplada St., Herzliya Pituach, Israel; its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and as possessed by the undersigned, any and all inventions which are disclosed but not claimed in the application for United States National Phase Application of International Application Number PCT/IL01/01095 filed on 28 November 2001 and is entitled

SYSTEM AND METHOD FOR A TRANSMISSION RATE CONTROLLER

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and

purpose of this assignment, the under-signed or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

COVENANT with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Witness: _____ [Signature] _____ [Inventor's Signature]
_____ [Name] SHAHAM, Oded
_____ [Address]
_____ [Date]
_____ [day / month / year]

Witness: Shira Sagiv [Signature] Avi Sagiv [Inventor's Signature]
Shira Sagiv [Name] SAGIV, Avi
34 Anatot St, Tel-Aviv, Israel [Address]
27 | 5 | 03 [Date]
_____ [day / month / year]

Witness: _____ [Signature] _____ [Inventor's Signature]
_____ [Name] SHAPIRA, Yair
_____ [Address]
_____ [Date]
_____ [day / month / year]

Witness: _____

[day / month / year]

[Signature] _____
[Name] ZAKAI, Noam
[Address]
[Date]

[Inventor's Signature]

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the Receipt of which is hereby acknowledged, I the undersigned, SHAHAM, Oded residing at ~~41 HANASI AVENUE~~ ^{41 HANASI AVENUE} ~~29 Kiryat Sefer Street~~, Haifa ~~34676~~, Israel; SAGIV, Avi residing at 34 Anatot Street, Tel Aviv 69080, Israel; SHAPIRA, Yair residing at ~~27 D~~ ^{19 SHALAL} ~~Israeli~~ Street, Haifa ~~34533~~ ³²⁹⁷⁰, Israel; ZAKAI, Noam residing at 13 Pinski Street, Haifa 34351, Israel *Y.S.*

Hereby sell, assign and transfer to FLASH NETWORKS LTD., an Israeli company located at 16 Galgalei Haplada St., Herzliya Pituach, Israel; its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and as possessed by the undersigned, any and all inventions which are disclosed but not claimed in the application for United States National Phase Application of International Application Number PCT/IL01/01095 filed on 28 November 2001 and is entitled

SYSTEM AND METHOD FOR A TRANSMISSION RATE CONTROLLER

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;


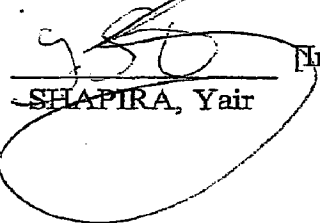
Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and

purpose of this assignment, the under-signed or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

COVENANT with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Witness: _____ [Signature] _____ [Inventor's Signature]
_____ [Name] SHAHAM, Oded
_____ [Address]
_____ [Date]
[day / month / year]

Witness: _____ [Signature] _____ [Inventor's Signature]
_____ [Name] SAGIV, Avi
_____ [Address]
_____ [Date]
[day / month / year]

Witness:  _____ [Signature]  [Inventor's Signature]
AVI BACHAR _____ [Name] SHAPIRA, Yair
23 BRANDE ST. P.T. 9600 IL [Address]
JUNE, 01, 03 [Date]
[day / month / year]

Witness: Kfir Pavida

[Signature]



[Inventor's Signature]

[Name]

ZAKAI, Noam

[Address]

Pike St. parkes Hanna

[Date]

1 08 02
[day / month / year]