

01-23-2004

1/21/04



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Conveyance Type

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

Attorney Docket No. SCAL.P0007

Conveying Party (ies)

Mark if additional names of conveying parties attached

Execution Date
MMDDYYYY

Name (1st party) Coates, Joshua, L.

Name (2nd party) _____

Name (3rd party) _____

Name (4th party) _____

2/26/01

Receiving Party

Mark if additional names of receiving parties attached

Name Scale Eight, Inc.

Name A Delaware Corporation

Address 625 Second Street, Suite 201

Address _____

Address San Francisco, CA

City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the U.S., an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Domestic Representative

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Correspondent Name and Address

Name: John Stattler
Address: Stattler Johansen & Adeli LLP
P.O. Box 51860
Palo Alto, California 94303-0728
Telephone Number: (650) 752-0990, ext. 100
Fax Number: (650) 752-0995

Pages Enter the total number of pages of the attached conveyance document including any attachments.

2

Application Number(s) or Patent Number(s)

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property.)

Patent Application Number(s)

Patent Number(s)

09/753,332		

If this document is being filed together with a new Patent Application, enter the date the patent Application was signed by the first named executing inventor. **MMDDYYYY**

*

Patent Cooperation Treaty (PCT)

Enter PCT application number(s) only if a U.S. Application Number has not been assigned.

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1

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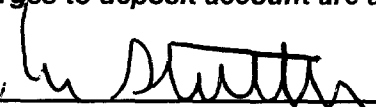
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Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

John Stattler
Name of Person Signing


Signature

January 14, 2004
Date

ASSIGNMENT

THIS ASSIGNMENT, by Joshua L. Coates (hereinafter referred to as the assignor), a resident of Orinda, California, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements in A FAILOVER ARCHITECTURE FOR A DISTRIBUTED STORAGE SYSTEM, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. 09/753,332 and filed on 12/29/00; and

WHEREAS, Scale Eight, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 625 Second Street, Suite 201, San Francisco, California 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 or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

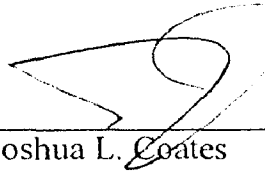
AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, 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 Letters Patent for said inventions, without charge to

said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

1-126/01
Date



Joshua L. Coates