

2-3-04

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Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
PATENTS ONLY

02-11-2004

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record



hereof.

1. Name of conveying parties: (a) Brian D. Petry; (b) Fazil Ismet Osman

2-2-04

Additional name of conveying party attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other ( )

Execution Date: (a) 10/6/03; (b) 10/4/03

2. Name and address of receiving party

102667490

Name: **ASTUTE NETWORKS, INC.**

Internal Address:

Street Address: **16516 Via Esprillo, Suite 200**

City: **San Diego** State: **CA** Zip: **92127**

Additional name & address attached? No  Yes

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)  
10/661,096

B. Patent No.(s)



Additional numbers attached?  Yes  No

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

Name: **Cooley Godward LLP**

Internal Address: **Patent Group**

Street Address:

Five Palo Alto Square, 3000 El Camino Real

City: Palo Alto State: CA Zip: 94306-2155

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: 03-3117

The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 03-3117. This paper is submitted in duplicate.

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.

Kevin J. Zimmer, Reg. #36,977  
Name of Person Signing

Signature

February 2, 2004  
Date

Total number of pages including cover sheet, attachments, and documents: [4]

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

Express Mail Label No.: EV 371626860 US

Date of Deposit: February 2, 2004

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02/06/2004 JADD01 00000029 10661096

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PATENT  
REEL: 014956 FRAME: 0549

Attorney Docket No: ASTU-006/01US  
(017622-2017)

PATENT

**ASSIGNMENT**  
**(Joint)**

**PETRY, Brian D.**, residing at 12288 Keld Ct., San Diego, California 92129  
**OSMAN, Fazil Ismet**, residing at 2471 Canyon Creek Road, Escondido, California 92025

(each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **SYSTEM AND METHOD FOR FACILITATING FAILOVER OF STATEFUL CONNECTIONS**, and which is a:

- (1)  provisional application  
     (a)  to be filed herewith; or  
     (b)  bearing Application No. \_\_\_\_\_ and filed on ; or
- (2)  non-provisional application  
     (a)  to be filed herewith; or  
     (b)  bearing Application No. 10/661,096, and filed on September 12, 2003.

**WHEREAS**, Astute Networks, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 16516 Via Esprillo, Suite 200, San Diego, California 92127 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

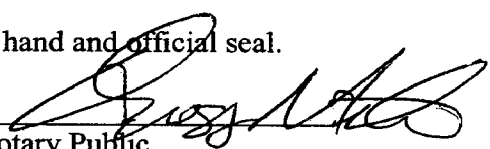
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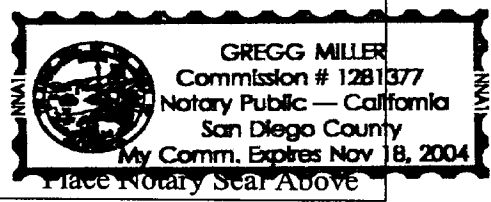
By:   
Brian D. Petry

State of CALIFORNIA  
 SS.  
 County of SAN DIEGO

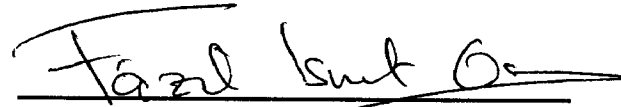
On OCT. 6 2003, before me, GREGG MILLER <sup>NOTARY PUBLIC</sup>, personally appeared BRIAN D. PETRY, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
 Signature of Notary Public



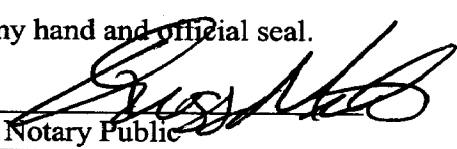
Date: 4-October-2003

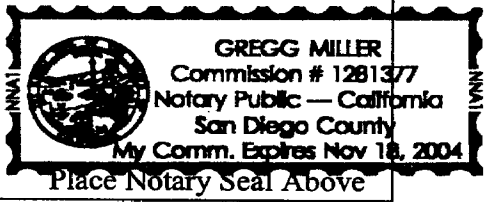
By:   
Fazil Ismet Osman

State of CALIFORNIA  
 SS.  
 County of SAN DIEGO

On OCT. 4 2003, before me, GREGG MILLER <sup>NOTARY PUBLIC</sup>, personally appeared FAZIL ISMET OSMAN, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
 Signature of Notary Public



**Attorney Docket No: ASTU-006/01US  
(017622-2017)**

**PATENT**

**ASSIGNMENT  
(Joint)**

**COPY**

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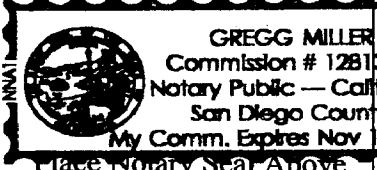
Date: 10/6/03

By: *[Signature]*  
Brian D. Petry

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 County of SAN DIEGO SS.  
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WITNESS my hand and official seal.

*[Signature]*  
 Signature of Notary Public



Date: 4-October-2003

By: *[Signature]*  
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*[Signature]*  
 Signature of Notary Public

