

FORM-PTO-1595
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PATENTS ONLY

Atty. Dkt. No.: 213222.00085

Mail Stop Assignment Recordation Services: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JAMES R. BLODGETT

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

☐ Yes☒ No

3. Nature of conveyance:

☒ Assignment☐ Security Agreements☐ Other☐ Merger☐ Change of NamesExecution Date: January 15, 2002

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

Name: SOMA NETWORKS, INC.Suite 2000, Wharfside Bldg., China Basin Landing, 185 Berry
Street, San Francisco, CA 94107Additional name(s) & address(es) attached? ☐ Yes ☒ No4. Application number(s) or patent number(s): 10/486,792

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No. 10/486,792
filed February 13, 2004

B. Title of the Invention

APPARATUS AND METHOD FOR CONTROLLING
ADAPTIVE CIRCUITS

Additional numbers attached?

☐ Yes☒ No

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

Name: Katten Muchin Zavis Rosenman, Patent Admin.525 West Monroe Street, Suite 1600Chicago, Illinois 60661-3693Telephone No.: (312) 902-5200Facsimile No.: (312) 902-10616. Number of applications and patents involved: One (1)7. Total fee (37 C.F.R. § 3.41): \$40.00☐ Enclosed☒ Authorized to be charged to Deposit Account.8. Deposit Account Number: 50-1710

(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*Richard P. Bauer, Reg. No. 31,588

Name of Person



Signature

October 4, 2004

Date

Total number of pages including cover sheet, attachments, and documents: **Five (5)**

CH \$40.00 501710 10486792

ASSIGNMENT

BETWEEN

**James R. Blodgett
and
SOMA Networks, Inc.**

1. DEFINITIONS

a) "Assignor" means:

- i) James R. Blodgett, an individual having a place of residence at 73 Castle Rock Road, Walnut Creek, California 94598, United States of America.**

b) "Assignee" means SOMA Networks, Inc., a California corporation having a place of business at Suite 2000, Wharfside Bldg. China Basin Landing, 185 Berry Street, San Francisco, California, 94107 United States of America, including its successors and assigns.

c) "Invention" means an invention made by the Assignor for which a US Provisional Patent application entitled, "Apparatus and Method for Controlling Adaptive Circuits" was filed in the USPTO on August 12, 2001 and assigned serial number 60/311,358 and for which a U.S. patent application entitled, "Apparatus and Method for Controlling Adaptive Circuits" was filed in the USPTO on December 17, 2001.

d) "Rights to the Invention" means, without limitation, all rights, titles, interests and claims of any nature in and to:

- i) the Invention for Canada, the United States of America and all other foreign jurisdictions;**
- ii) all Patent Applications for the Invention for Canada, the United States of America and all other foreign jurisdictions ("Patent Applications");**
- iii) all Letters Patent that may be obtained for the Patent Applications ("Issued Patents");**
- iv) all continuations, continuations-in-part, re-examinations, reissues, requests for continued examination (RCE) and divisions of the Patent Applications and/or Issued Patents; and,**
- v) the right to claim priority under International Convention and/or Treaties for the Patent Applications and/or Issued Patents.**

2. BACKGROUND

a) The Assignee wishes to acquire the Rights to the Invention from the Assignor.

- b) Each of the parties agrees to be bound by the provisions of this Assignment.
- c) This Assignment replaces and supersedes any prior Assignments, whether oral or in writing, made between the parties, or any of them.

3. THE INVENTION

- a) In addition to other good and valuable consideration, Assignee paid in hand the sum of one dollar (\$1.00) to Assignor for the Rights to the Invention.
- b) Assignor hereby acknowledges the receipt and sufficiency of the consideration received from the Assignee.
- c) Assignor hereby sells, assigns and transfers to the Assignee, its successors and assigns, the Assignor's Rights to the Invention.
- d) Assignor hereby authorizes and requests the Commissioner of Patents for Canada to issue Canadian Letters Patent for the Invention to the Assignee, for Assignee's sole use and benefit, to the full end of the term for which Canadian Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.
- e) Assignor hereby authorizes and requests the Commissioner of Patents (or the equivalent) for such other jurisdictions where Assignee files applications for the invention, to issue Letters Patent in that jurisdiction for the invention to the Assignee, for the Assignee's sole use and benefit, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.
- f) Assignor hereby undertakes without liability at any time upon request to do everything legally possible to assist the Assignee in the filing and prosecution of any patent application relating to the Invention in any jurisdiction, to sign such documents and do such things as may be required to give effective legal and registered title of the Assignee to the Invention in any jurisdiction, all without further consideration but at the expense of the Assignee.

4. APPLICABLE LAW AND INTERPRETATION

- a) This Assignment is governed and is to be construed and enforced in accordance with the internal laws of the Province of Ontario.
- b) The invalidity or unenforceability of any provision of this Assignment will not affect the validity or enforceability of any other provision and the Assignment will be construed as if such invalid provision were omitted.
- c) The parties agree that there are no representations, warranties, collateral Assignments or conditions affecting this Assignment other than as expressed in this Assignment.
- d) The provisions of this Assignment are for the benefit of and are binding on the parties and their respective heirs, executors, administrators and assigns.

STATEMENT BY WITNESS

Signed in the presence of:

Jennifer Waldman

Having a Full Postal Address of:

I hereby declare that I was personally present and did see:

JAMES R. BLODGETT

who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature

Jennifer Waldman**SIGNATURE OF JAMES R. BLODGETT**James R. Blodgett
JAMES R. BLODGETT

Date of Execution

1/15/02**STATEMENT BY WITNESS**

Signed in the presence of:

Having a Full Postal Address of:

I hereby declare that I was personally present and did see:

R. DOUGLAS KNEEBONE

who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature

**SIGNATURE ON BEHALF OF
SOMA Networks, Inc.**R. Douglas Kneebone, General Counsel
I have authority to bind SOMA Networks, Inc.

Date of Execution

***O soma**
NETWORKS
185 Berry Street, Suite 2000
San Francisco, CA 94107