

10-20-2004

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U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner For Patents

Original documents or copy thereof:

1. Name of conveying parties:

Dave Olson

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

Yes

No

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other:

Execution Date: October 4, 2004

2. Name and address of receiving party:

Name: PathScale, Inc.

Internal Address:

10/11/04

Street Address: 477 N. Mathilda Avenue

City: Sunnyvale

State: CA Zip: 94085

Additional name(s) & address(es) attached?

Yes

No



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: October 4, 2004

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? Yes No

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

Name: Andrew Israel

Internal Address: Fenwick & West LLP

Street Address: Silicon Valley Center
801 California Street

City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41): \$ 40.00

Check Enclosed

Fee Transmittal Enclosed

Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.:

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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.

Andrew Israel, Reg. No. 52,447

Name of Person Signing

Signature

October 11, 2004

Date

Total number of pages including cover sheet, attachments, documents: [3]

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.

Case Docket No.: 23368-0946

10/15/2004 FFANAEIA 00000104 10963287

02 FC:8021

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23368/09046/DOCS/1472185.

PATENT
REEL: 015891 FRAME: 0662

PATENT

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **PathScale, Inc.** a Delaware corporation, having a place of business at **477 N. Mathilda Avenue, Sunnyvale, California 94085**, for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111 (a) and entitled **A Method and Apparatus for Efficient Determination of Status from DMA Lists** ("APPLICATION"), which:

- is to be filed herewith.
 was filed on _____, and now bears U.S. application serial number _____

The APPLICATION claims priority from a US provisional application filed on May 25, 2004, now bearing U.S. application serial number 60/574,402; from U.S. Provisional Patent Application Serial No. 60/599,565, filed August 5, 2004, and from U.S. Provisional Patent Application No. 60/599,605, filed August 5, 2004.

2. The entire worldwide right, title, and interest in and to:
 (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.


This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

PATENT

Title of Document: **ASSIGNMENT**

Re:
Title: **A Method and Apparatus for Efficient Determination of Status from DMA Lists**

Filed:
Application No.: **not yet known**

Name and Signature

Dave Olson

Date of Signature
10 Oct, 2004

State of California)
County of Santa Clara) ss.

On _____ before me, _____, Notary
Public, personally appeared DAVE OLSON personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary
23368/09046/DOCS/1471345.1