

RECOI

11-12-2004



102879632

22390 U.S. PTO  
10/980550

110304

To the Honorable commissioner of Patents .  
Please record the attached original document

## 1. Name of conveying party(ies):

Pritam Shah  
Vamsidhar Valluri  
Dana Blair  
Philip C. Jacobs  
Kathleen Nguyen

Additional name(s) of conveying  
party(ies) attached? \_\_\_\_\_ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment  
\_\_\_\_ Merger  
\_\_\_\_ Security Agreement  
\_\_\_\_ Change of Name  
\_\_\_\_ Other

Execution Date: 10/19/04,10/22/04,10/28/04,11/02/04

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

Name: Cisco Technology, Inc.

Street Address: 170 West Tasman Drive

City: San Jose

State: CA Zip: 95134-1706

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: 10/19/04,10/22/04,10/28/04,11/02/04

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: Stephen E. Kabakoff

Street Address: Cesari and McKenna, LLP  
88 Black Falcon Avenue

City: Boston State: MA Zip: 02210

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 no. 03-1237 (Attach duplicate  
copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

11/05/2004 MGBREM1 00000046 10980550

04 FC:8021

40.00 DP

## 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.

Stephen E. Kabakoff, Reg. No. 51,276

Signature

November 3, 2004

Name of Person Signing

Date

Total number of pages comprising cover sheet:

## ASSIGNMENT

Whereas We, Pritam Shah, whose residence address is 510 McCarthy Blvd., Milpitas, California 95035, Vamsidhar Valluri, whose residence address is 510 McCarthy Blvd., Milpitas, California 95035, Dana Blair, whose residence address is 500 Northridge Road, Atlanta, Georgia 30350-3354, Philip C. Jacobs, whose residence address is 300 Beaver Brook Road, Boxborough, Massachusetts 01719, and Kathleen Nguyen, whose residence address is 121 Theory Drive, Irvine, California 92612, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled METHOD AND APPARATUS FOR AUTOMATICALLY OPTIMIZING ROUTING OPERATIONS AT THE EDGE OF A NETWORK, identified by Cesari and McKenna File No. 112025-0560, which application was executed by us; and

Whereas Cisco Technology, Inc., whose address is 170 West Tasman Drive, San Jose, CA 95134-1706, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;


4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions


and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

10/19/04  
Date

  
Pritam Shah, Inventor

10/19/04  
Date

  
Vamsidhar Valluri, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dana Blair, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philip C. Jacobs, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathleen Nguyen, Inventor

### ASSIGNMENT

Whereas We, Pritam Shah, whose residence address is 510 McCarthy Blvd., Milpitas, California 95035, Vamsidhar Valluri, whose residence address is 510 McCarthy Blvd., Milpitas, California 95035, Dana Blair, whose residence address is 500 Northridge Road, Atlanta, Georgia 30350-3354, Philip C. Jacobs, whose residence address is 300 Beaver Brook Road, Boxborough, Massachusetts 01719, and Kathleen Nguyen, whose residence address is 121 Theory Drive, Irvine, California 92612, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled **METHOD AND APPARATUS FOR AUTOMATICALLY OPTIMIZING ROUTING OPERATIONS AT THE EDGE OF A NETWORK**, identified by Cesari and McKenna File No. 112025-0560, which application was executed by us; and

Whereas Cisco Technology, Inc., whose address is 170 West Tasman Drive, San Jose, CA 95134-1706, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions

and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

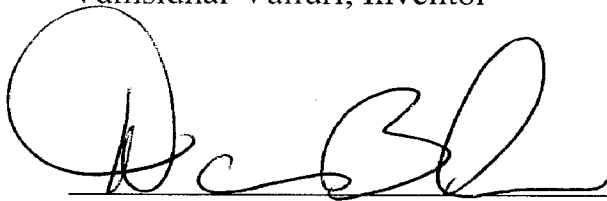
\_\_\_\_\_  
Date

\_\_\_\_\_  
Pritam Shah, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vamsidhar Valluri, Inventor

11/2/2004  
\_\_\_\_\_  
Date



\_\_\_\_\_  
Dana Blair, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philip C. Jacobs, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathleen Nguyen, Inventor

## ASSIGNMENT

Whereas We, Pritam Shah, whose residence address is 510 McCarthy Blvd., Milpitas, California 95035, Vamsidhar Valluri, whose residence address is 510 McCarthy Blvd., Milpitas, California 95035, Dana Blair, whose residence address is 500 Northridge Road, Atlanta, Georgia 30350-3354, Philip C. Jacobs, whose residence address is 300 Beaver Brook Road, Boxborough, Massachusetts 01719, and Kathleen Nguyen, whose residence address is 121 Theory Drive, Irvine, California 92612, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled METHOD AND APPARATUS FOR AUTOMATICALLY OPTIMIZING ROUTING OPERATIONS AT THE EDGE OF A NETWORK, identified by Cesari and McKenna File No. 112025-0560, which application was executed by us; and

Whereas Cisco Technology, Inc., whose address is 170 West Tasman Drive, San Jose, CA 95134-1706, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions

and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

\_\_\_\_\_  
Date Pritam Shah, Inventor

\_\_\_\_\_  
Date Vamsidhar Valluri, Inventor

\_\_\_\_\_  
Date Dana Blair, Inventor

22 OCT 2004  
\_\_\_\_\_  
Date Philip C. Jacobs, Inventor

\_\_\_\_\_  
Date Kathleen Nguyen, Inventor

### ASSIGNMENT

Whereas We, Pritam Shah, whose residence address is 510 McCarthy Blvd., Milpitas, California 95035, Vamsidhar Valluri, whose residence address is 510 McCarthy Blvd., Milpitas, California 95035, Dana Blair, whose residence address is 500 Northridge Road, Atlanta, Georgia 30350-3354, Philip C. Jacobs, whose residence address is 300 Beaver Brook Road, Boxborough, Massachusetts 01719, and Kathleen Nguyen, whose residence address is 121 Theory Drive, Irvine, California 92612, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled METHOD AND APPARATUS FOR AUTOMATICALLY OPTIMIZING ROUTING OPERATIONS AT THE EDGE OF A NETWORK, identified by Cesari and McKenna File No. 112025-0560, which application was executed by us; and

Whereas Cisco Technology, Inc., whose address is 170 West Tasman Drive, San Jose, CA 95134-1706, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions



and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pritam Shah, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vamsidhar Valluri, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dana Blair, Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philip C. Jacobs, Inventor

10-28-04

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kathleen Nguyen, Inventor