

11-17-2004

REI



11/15/04

102882487

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Cyneta Networks, Inc.

Execution Date(s): April 1, 2004

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

2. Name and address of receiving party(ies)

Name: Inet Technologies, Inc.

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

1500 North Greenville Avenue

City: Richardson

State: Texas

Country: United States of America Zip: 75081

Additional name(s) & address(es) attached:  Yes  No

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

4. Application or patent number(s):

A. Patent Application No.(s)  
10/289,638

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Michael J. Fogarty III  
FULBRIGHT & JAWORSKI L.L.P.  
Internal Address: Atty. Dkt.: 50860/P030US/10407451  
Street Address: 2200 Ross Avenue, Suite 2800

City: Dallas  
State: TX Zip: 75201-2784  
Phone Number: (214) 855-8333  
Fax Number: (214) 855-8200  
Email Address: mfogarty@fulbright.com

6. Total number of applications and patents involved:

159

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Michael J. Fogarty III  
Signature

November 10, 2004  
Date

Michael J. Fogarty, III - 42,541  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:  11

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## ASSIGNMENT OF PATENTS

WHEREAS, Cyneta Networks, Inc., a Delaware corporation, having a principal place of business at 1201 N. Bowser Road, Suite 100, Richardson, Texas 75081 (hereinafter the "Assignor"), is the owner of all right, title and interest in and to the patents and patent applications identified in Exhibit A attached hereto (collectively, the "Patents").

WHEREAS, Inet Technologies, Inc., a Delaware corporation, having a principal place of business located at 1500 North Greenville Avenue, Richardson, Texas 75081 (hereinafter the "Assignee"), desires to acquire the entire right, title and interest in, to and under said Patents.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of good and valuable consideration as set forth in the Bill of Sale and Asset Purchase Agreement between Assignor and Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, Assignor's entire right, title and interest in and to said Patents, in and to the patents, patent applications and inventions identified therein; and in and to all Letters Patent to be obtained by said applications or by any continuations, continuations-in-part, divisions, renewals, or substitutes thereof; and as to Letters Patent any reissue or re-examination thereof; for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, to file applications and obtain patents, utility models, industrial models and designs in its own name; and all rights of action on account of past, present and future unauthorized use or infringement of said Patents.

The Patents are to be held by Assignee, for its own use and enjoyment and that of its successors, assigns or other legal representatives, to the end of the term or terms for which said Patents are granted, as fully and entirely as if said Patents would have been held by Assignor had this assignment and sale not been made.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into by Assignor which would conflict with this assignment and sale.

Assignor further covenants that Assignee will, upon request, be provided promptly with all pertinent facts and documents relating to said Patents as may be known and accessible to

Assignor, and will testify as to the same in any litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said Patents and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Patents in all countries.

IN WITNESS WHEREOF, the undersigned Assignor hereunto set hand and seal on this 1<sup>st</sup> day of APRIL, 2004.

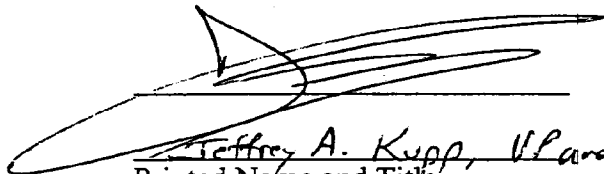
CYNETA NETWORKS, INC.

By: 

Brian E. Alton, CFO  
Printed Name and Title

IN WITNESS WHEREOF, the undersigned Assignee hereunto set hand and seal on this 1<sup>st</sup> day of April, 2004.

INET TECHNOLOGIES, INC.

  
Jeffrey A. Kupp, VP and CFO  
Printed Name and Title



APPLICATION SERIAL NUMBER	DOCKET NUMBER	TITLE

25440764.1

**REDACTED**

EXHIBIT A  
2 OF 6



APPLICATION SERIAL NUMBER	DOCKET NUMBER	TITLE

25440764.1

**REDACTED**

EXHIBIT A  
4 OF 6





APPLICATION NUMBER	DOCKET NUMBER	TITLE

25440764.1

EXHIBIT A  
6 OF 6

**REDACTED**