

1/13/5

01-14-2005



102921078  
PATENTS ONE.

Attorney Docket No.: 5693P093

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): <b>Himanshu Aggarwal; Andy C. Kahn; Eric C. Hamilton</b>  Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	2. Name and address of receiving party(ies): Name: <b>Network Appliance, Inc.</b>  Internal Address: _____  Street Address: <b>495 East Java Drive</b>  City: <b>Sunnyvale</b> State/Province: <b>CA</b> Zip: <b>94089</b> Country: <b>USA</b> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date(s): <b>12/06/04; 12/02/04; 12/13/04</b>	

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) <b>10/973,229</b>  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B. Patent No.(s)     Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <b>Blakely, Sokoloff, Taylor &amp; Zafman LLP</b> Internal Address: _____ Street Address: <b>12400 Wilshire Boulevard, 7<sup>th</sup> Floor</b> <b>Los Angeles, California 90025</b>	6. Total number of applications and patents involved:  7. Total Fee (37 CFR 3.41).....\$ <b>40.00</b> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  8. Deposit Account Number: <b>02-2666</b> (Attach duplicate copy of this page if paying by deposit account)
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9. Statement and signature. <i>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.</i>  <b>Jordan M. Becker</b> Name of Person Signing  Signature  Date <b>January 7, 2005</b>  Total number of pages including cover sheet, attachments, and documents: <b>7</b>
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01 FC:8021 40.00 DP  
Based on Form PTO-1595 as modified by BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP on 05/09/03

Attorney's Docket **ASSIGNMENT** **PATENT**  
No.: 5693P093 (For Execution After Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we  
the undersigned, Himanshu Aggarwal, Andy C. Kahn, and Eric C. Hamilton

hereby sell, assign, and transfer to Network Appliance, Inc.  
a corporation of Delaware, having a principal place of business at  
495 East Java Drive, Sunnyvale, California, 94089, ("Assignee"),  
and its successors, assigns, and legal representatives, the entire right, title, and interest for the  
United States and all foreign countries, in and to any and all improvements that are disclosed in  
the application for the United States patent that was filed October 25, 2004 and assigned  
Application No. 10/973,229 and is entitled

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and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, roissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 12 / 6 / 2004 , 20 Himanshu Aggarwal  
Name: Himanshu Aggarwal  
Date: \_\_\_\_\_ , 20 \_\_\_\_\_  
Name: Andy C. Kahn  
Date: \_\_\_\_\_ , 20 \_\_\_\_\_  
Name: Eric C. Hamilton  
Date: \_\_\_\_\_ , 20 \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_ , 20 \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_ , 20 \_\_\_\_\_  
Name: \_\_\_\_\_

State of: \_\_\_\_\_ }  
County of: \_\_\_\_\_ } SS. Assignment Document Return Address:  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP  
12400 Wilshire Blvd., Seventh Floor  
Los Angeles, California 90025-1026  
(408) 720-8598

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before me, \_\_\_\_\_,  
the undersigned Notary Public, personally appeared \_\_\_\_\_

☐ personally known to me ☐ proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument, and  
acknowledged that \_\_\_\_\_ executed it.  
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature

No.: 5693P093 (For Execution After Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we  
the undersigned, Himanshu Aggarwal, Andy C. Kahn, and Eric C. Hamilton

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United States and all foreign countries, in and to any and all improvements that are disclosed in  
the application for the United States patent that was filed October 25, 2004 and assigned  
Application No. 10/973,229 and is entitled

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agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: \_\_\_\_\_, 20\_\_

Name: Himanshu Aggarwal

Date: 12-2, 2009

Name: Andy C. Kahn

Date: \_\_\_\_\_, 20\_\_

Name: Eric C. Hamilton

Date: \_\_\_\_\_, 20\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Name: \_\_\_\_\_

State of: California

County of: Santa Clara

} SS.

Assignment Document Return Address:

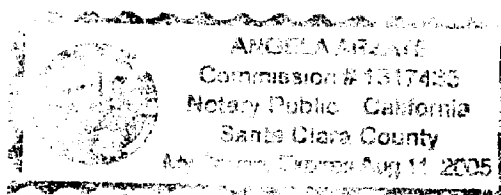
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP  
12400 Wilshire Blvd., Seventh Floor  
Los Angeles, California 90025-1026  
(408) 720-8598

On this 2 day of December, 2009, before me, Angela Arzoo, Notary Public  
the undersigned Notary Public, personally appeared Andy Chikvashvili

☒ personally known to me ☐ proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument, and  
acknowledged that \_\_\_\_\_ executed it.

WITNESS my hand and official seal.

Angela Arzoo  
Notary's Signature



No.: 5693P093 (For Execution After Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we  
the undersigned, Himanshu Aggarwal, Andy C. Kahn, and Eric C. Hamilton

hereby sell, assign, and transfer to Network Appliance, Inc.  
a corporation of Delaware, having a principal place of business at  
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United States and all foreign countries, in and to any and all improvements that are disclosed in  
the application for the United States patent that was filed October 25, 2004 and assigned  
Application No. 10/973.229 and is entitled

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covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: \_\_\_\_\_, 20\_\_

Name: Himanshu Aggarwal

Date: \_\_\_\_\_, 20\_\_

Name: Andy C. Kahn

Date: 13 Dec, 2004

Name: Eric C. Hamilton

Date: \_\_\_\_\_, 20\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Name: \_\_\_\_\_

State of: NORTH CAROLINA

County of: WAKE

Assignment Document Return Address:

SS. BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP  
12400 Wilshire Blvd., Seventh Floor  
Los Angeles, California 90025-1026  
(408) 720-8598

On this 13<sup>th</sup> day of December, 2004, before me, DONNA MARCOTTE  
the undersigned Notary Public, personally appeared  
ERIC HAMILTON

☒ personally known to me ☐ proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) IS subscribed to the within instrument, and  
acknowledged that executed it.

WITNESS my hand and official seal.

Donna M. Marcotte

Notary's Signature