

1/26/05

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OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE  
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PATENTS ONLY

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):

Bruce Gregory **WARREN**, Carl Joseph **MIES**,  
Thomas Phillip **AMBROSE** and  
Terrence R. **DOHERTY**

Execution Date(s): January 18 and 20, 2005

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

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

Emulex Design & Manufacturing  
Corporation

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

Street Address: 3333 Susan Street

City: Costa Mesa

State: California

Country: US Zip: 92626

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):

☒ This document is being filed together with a new application.

A. Patent Application No.(s)

This application

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Glenn M. Kubota  
MORRISON & FOERSTER LLP

Internal Address: Atty. Dkt.: 491442012000

Street Address: 555 West Fifth Street, Suite 3500

City: Los Angeles

State: CA Zip: 90013

Phone Number: (213) 892-5752

Fax Number: (213) 892-5454

Email Address: GKubota@mofo.com

## 6. Total number of applications and patents involved:

1

## 7. Total fee (37 CFR 1.21(h) &amp; 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 03-1952  
Authorized User Name Glenn M. Kubota

## 9. Signature:

Signature

January 26, 2005

Date

Glenn M. Kubota - 44,197

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV506674-88U in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: January 26, 2005

Signature: (Marco Jimenez)

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PATENT  
REEL: 016240 FRAME: 0859

## ASSIGNMENT JOINT

THIS ASSIGNMENT, by **Bruce Gregory WARREN, Carl Joseph MIES, Thomas Phillip AMBROSE**, and **Terrence R. DOHERTY** (hereinafter referred to as the assignors), with a post office address of c/o Emulex Design & Manufacturing Corporation, 3333 Susan Street, Costa Mesa, California 92626, USA, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in **Controlling Device Access Fairness In Switched Fibre Channel Fabric Loop Attachment Systems**, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; and

WHEREAS, **EMULEX DESIGN & MANUFACTURING CORPORATION**, a corporation duly organized under and pursuant to the laws of the State of Delaware, and having its principal place of business at **3333 Susan Street, Costa Mesa, California 92626, USA** (hereinafter referred to as the assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

"We hereby authorize and request the assignee's attorneys, Morrison & Foerster LLP, to insert here in parentheses (Application number \_\_\_\_\_, filed \_\_\_\_\_) the application number and filing date of said application when known."

18 JAN 05  
Date

Bruce Gregory Warren  
Bruce Gregory WARREN  
Assignor

18 JAN 2005  
Date

Carl Joseph Mies  
Carl Joseph MIES  
Assignor

1/20/2005  
Date

Thomas Phillip Ambrose  
Thomas Phillip AMBROSE  
Assignor

1/18/2005  
Date

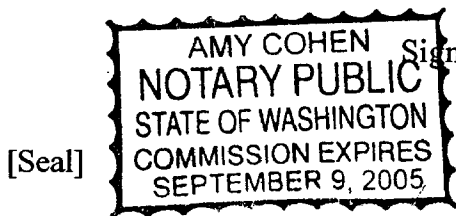
Terrence R. Doherty  
Terrence R. DOHERTY  
Assignor

STATE OF Washington  
 COUNTY OF King

On 1/18/05 before me, Amy Cohen

personally appeared BRUCE GREGORY WARREN, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



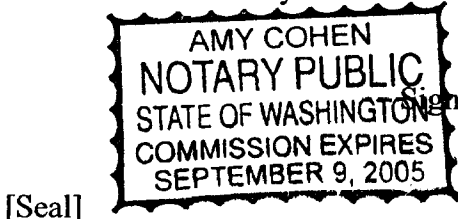
Signature: Amy Cohen

STATE OF Washington  
 COUNTY OF King

On 1/18/05 before me, Amy Cohen

personally appeared CARL JOSEPH MIES, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

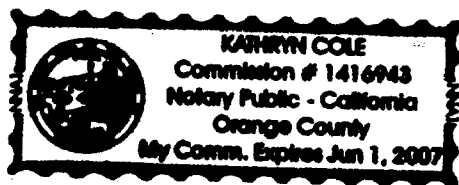


Signature: Amy Cohen

STATE OF CALIFORNIA )COUNTY OF ORANGE )On JANUARY 20, 2005 before me, KATHRYN COLE, NOTARY PUBLIC

personally appeared THOMAS PHILLIP AMBROSE, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

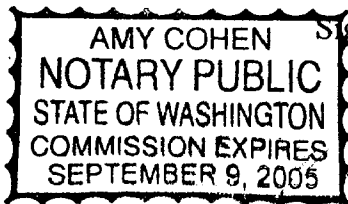


[Seal]

Signature: Kathryn ColeSTATE OF Washington )COUNTY OF King )On 1/18/05 before me, Amy Cohen

personally appeared TERRENCE R. DOHERTY, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Seal]

Signature: Amy Cole