

Form PTO-1595 (Rev. 03/05)  
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET 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)

BravoBrava, LLC

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

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 27, 2004

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

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

Name: Orb Networks, Inc.

Internal Address: Bay Center

Street Address: 6425 Christie Avenue

City: Emeryville

State: CA

Country: \_\_\_\_\_ Zip: 94608

Additional name(s) & address(es) attached? ☐ Yes ☒ No

### 4. Application or patent number(s):

A. Patent Application No.(s)

10/888,633

☐ 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: Van Mahamedi

Internal Address: SHEMWELL GREGORY & COURTNEY LLF

Street Address: 4880 Stevens Creek Blvd., Suite 201

City: San Jose

State: CA Zip: 95129

Phone Number: (408) 551-6632

Fax Number: (408) 516-9572

Email Address: vmahamedi@sgcpatentlaw.com

### 6. Total number of applications and patents involved: 1

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☐ 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 50-1914

Authorized User Name MAHAMEDI

### 9. Signature:

Van Mahamedi  
 Signature

5/26/05  
 Date

VAN MAHAMEDI

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 501914 10888633

700183212

PATENT  
REEL: 016284 FRAME: 0436

## INVENTION ASSIGNMENT AGREEMENT

WHEREAS BravoBrava, LLC, a limited liability company of Delaware (herein termed "Assignor"), owns the entire right, title, and interest to certain inventions, including inventions embodied in patents applied for, descriptions of patentable subject matter, and trade secrets, and these inventions are described and listed in the attached Exhibit(s) (hereinafter "Said Inventions").

WHEREAS ORB Networks, Inc., a Delaware corporation (herein termed "Assignee"), is desirous of acquiring Assignor's right, title, and interest in and to Said Inventions, and in and to any and all patent applications, patents, inventor's certificates, and other forms of protection (hereinafter termed "Patents") that are or will be granted and/or applied for.

NOW, THEREFORE, this Invention Assignment Agreement ("Agreement") provides, in lieu of good and valuable consideration acknowledged by said Assignor to have been received from Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey onto said Assignee the entire right, title, and interest, on a worldwide basis, (a) in and to Said Inventions; (b) in and to all rights to apply for foreign patents on Said Inventions pursuant to the International Convention for the Protection of Industrial Property, Patent Cooperation Treaty, or otherwise; (c) in and to any and all applications filed and any and all patents granted on Said Inventions in the United States or any foreign country or jurisdiction, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to any other proprietary right to Said Inventions.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy, to the fullest extent possible, the right, title, and interest herein conveyed in the United States and foreign countries or jurisdictions. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony and affidavits, execution of petitions, oaths, specifications, declarations, or other papers, presentations, and other assistance to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title, and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing, or additional applications covering Said Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving Said Inventions; and (f) for legal proceedings involving Said Inventions and any application therefore and any patents, certificates, or registrations granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement and misappropriation actions and other legal proceedings. In the event the Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints

the Assignee and its duly authorized officers and agents as its agents and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Said Inventions assigned hereunder.

3. Assignor further agrees to deliver to the Assignee upon execution of this Agreement any and all tangible manifestations of the Said Inventions, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Said Inventions. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Assignee from and after execution of this Agreement and at the expense of the Assignee competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Said Inventions.

4. Assignor represents and warrants to the Assignee that (a) Assignor is the sole owner of Said Inventions and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Said Inventions are free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Said Inventions is an original work of Assignor, (e) to the best of Assignor's knowledge, none of Said Inventions infringe, conflict with or violate any patent or other intellectual property right of any kind (including without limitation, any trade secret) or similar rights of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Said Inventions, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding, or agreement to which Assignor is a party or by which Assignor is bound, and (h) Assignor has maintained the Said Inventions in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Said Inventions to any third party.

5. Assignor further represents and warrants to the Assignee that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Said Inventions. Assignor agrees to promptly inform the Assignee of any such claim arising or threatened in the future with respect to the Said Inventions or any part thereof.

6. Assignor will indemnify and hold harmless the Assignee, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a "Claim") set forth in this Agreement, provided that the Assignee gives

Assignor notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.

7. The terms and covenants of this Agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

8. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

ASSIGNOR

BravoBrava, LLC

By: Joe Costello

Signature: 

Title: Chairman & Managing Member

Date: \_\_\_\_\_

ASSIGNEE

ORB Networks, Inc.

By: James Behrens

Signature: 

Title: Chief Executive Officer

Date: 9.27.04

## EXHIBIT A

This Exhibit is part of the Invention Assignment Agreement ("Agreement") between BravoBrava, LLC and ORB Networks, Inc.

2. **TITLE:** SYSTEM AND METHOD FOR COMBINING MEMORY RESOURCES FOR USE ON A PERSONAL NETWORK  
**INVENTORS:** Luc Julia, Maklounf Serghine, Yohan Le Nerriec, Jehan Bing, Jerome Dubreuil  
**Filed:** July 9, 2004  
**Serial Number:** 10/888,633

IN WITNESS WHEREOF,

ASSIGNOR

BravoBrava, LLC

By: Joe Costello

Signature: 

Title: Chairman, Managing Member

Date: \_\_\_\_\_

ASSIGNEE

ORB Networks, Inc.

By: James Behrens

Signature: 

Title: Chief Executive Officer

Date: 9.27.01

## FAX COVER SHEET

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TO	
COMPANY	
FAX NUMBER	17033065995
FROM	Van Mahamedi
DATE	2005-05-27 03:42:04 GMT
RE	10/888,633 Assignment Recordation

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### COVER MESSAGE

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10/888,633 Assignment Recordation

Van Mahamedi  
Partner  
SHEMWELL GREGORY & COURTNEY LLP  
(408) 551-6632 (Direct)  
(408) 236-6641 (Fax)  
4880 Stevens Creek Blvd.  
Suite 201  
San Jose, CA 95129  
[www.sgcpatentlaw.com](http://www.sgcpatentlaw.com)

