

03-02-2005



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FORM PTO-1595  
(Rev. 3/01)  
OMD NO. 0651-0011 exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NOCpulse, Inc.

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

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

Name: Red Hat, Inc.

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

3. Nature of Conveyance

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Street Address: 1801 Varsity Drive

City: Raleigh State/Province: NC Zip: 27606

Country: U.S.A.

Execution Date(s): 2/15/05

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: \_\_\_\_\_

A. Patent Application No.(s)  
09/703,329

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

6. Name and address of party to whom correspondence concerning document should be mailed:

Name: Blakely, Sokoloff, Taylor & Zafman LLP  
Internal Address: \_\_\_\_\_

Street Address: 12400 Wilshire Boulevard, 7<sup>th</sup> Floor

City: Los Angeles State: California Zip: 90025

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 Number:

02-2666

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and believe, the foregoing is true and correct and any attached copy is a true copy of the original document

Daniel E. Ovanezian

Reg. No. 41,236

Name of Person Signing

Signature

2/22/05

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
PO Box 1450  
Alexandria, Virginia 22313-1450

Atty Docket No. 005220.P002

03/01/2005 ECOOPER 00000004 09703329

01 FC:8021

40.00 OP

PATENT  
REEL: 016304 FRAME: 0724

PATENT ASSIGNMENT


For good and valuable consideration, receipt of which is hereby acknowledged,  
NOCpulse, Inc. a Delaware  
corporation having a principle place of business at 1801 Varsity Drive, Raleigh, North Carolina 27606 ("the Assignor"), hereby sells, assigns, and transfers to  
Red Hat, Inc., a Delaware corporation having  
a principle place of business at 1801 Varsity Drive, Raleigh, North Carolina 27606  
the ("the Assignee"), its successors and assigns, the entire right, title, and interest throughout  
the world in the inventions, discoveries, improvements, or designs of the patents that are listed  
on Schedule A attached hereto, and all patent applications and letters patents (including, but  
not limited to, utility patents, design patents, utility models, inventor certificates, and application  
thereof) of every country for such inventions, discoveries, improvements, or designs including  
divisionals, reissues, reexaminations, continuations, continuations-in-part, and extensions  
thereof, and all right of priority resulting from the filing of such applications. The Assignor  
authorizes the Assignee to apply for patents of foreign countries for such inventions,  
discoveries, improvements, or designs and to claim all rights of priority without further  
authorization from the Assignor. The Assignor agrees to execute or use its best efforts to  
cause the execution of all papers necessary or advisable in connection with such United States  
and foreign applications. The Assignor hereby requests the Commissioner of Patents and  
Trademarks to issue all patents granted for such inventions, discoveries, improvements, or  
designs to the Assignee, its successor and assigns.

The Assignor further assigns to the Assignee the right to bring or maintain suit at law  
and equity against past infringement of the patents listed on Schedule A hereof and to retain for  
the benefit of the Assignor all damages or settlements arising from any such past infringement.

The Assignor hereby covenants with the 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.

NOCpulse  
Assignor

Date: 2/15/05

By:   
Name: Mark H. Webbink  
Title: Vice President & Secretary

**Schedule A**

**U.S.**

| <b><u>Serial No.</u></b> | <b><u>Filing Date</u></b> |
|--------------------------|---------------------------|
| 09/703,437               | 10/31/00                  |
| 09/703,329               | 10/31/00                  |
| 10/016,117               | 10/30/01                  |
| 10/020,535               | 10/29/01                  |
| 10/020,123               | 10/30/01                  |
| 10/600,858               | 6/19/03                   |
| 10/600,472               | 6/19/03                   |

**E.P.**

| <b><u>Serial No.</u></b> | <b><u>Filing Date</u></b> |
|--------------------------|---------------------------|
| 01992938.9               | 5/9/03                    |
| 01992973.6               | 5/9/03                    |