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Rec

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? [X] No [ ] Yes

2. Name and address of receiving party(ies): Name: Red Hat, Inc. Internal Address:

3. Nature of Conveyance [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other: Execution Date(s): 2/15/05

Street Address: 1801 Varsity Drive City: Raleigh State/Provence: NC Zip: 27606 Country: U.S.A. Additional name(s) & address(es) attached? [ ] Yes [X] 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) 10/016,117

B. Patent No.(s) Additional numbers attached? [ ] Yes [X] No

7. 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, 7th 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 [X] 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)

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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] 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.P002X

03/02/2005 ECOOPER 00000035 10016117

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PATENT ASSIGNMENT

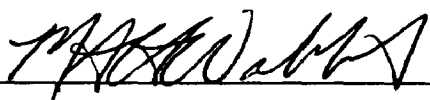
For good and valuable consideration, receipt of which is hereby acknowledged, NOCpulse, Inc. a Delaware corporation having a principle place of business at 1801 Varsity Drive, Raleigh, North Carolina 27606 ("the Assignor"), hereby sells, assigns, and transfers to Red Hat, Inc., a Delaware corporation 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