

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>XINHONG (HENRY) ZHANG</td><td>08/19/2005</td></tr><tr><td>PETER H. BENOIT</td><td>08/19/2005</td></tr><tr><td>VINOD R. SHANKAR</td><td>08/19/2005</td></tr><tr><td>ERIC LINDVALL</td><td>08/19/2005</td></tr></tbody></table>	Name	Execution Date	XINHONG (HENRY) ZHANG	08/19/2005	PETER H. BENOIT	08/19/2005	VINOD R. SHANKAR	08/19/2005	ERIC LINDVALL	08/19/2005	
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ERIC LINDVALL	08/19/2005										
RECEIVING PARTY DATA											
Name:	BROCADE COMMUNICATIONS SYSTEMS, INC.										
Street Address:	1745 TECHNOLOGY DRIVE										
City:	SAN JOSE										
State/Country:	CALIFORNIA										
Postal Code:	95110										
PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11140252</td></tr></tbody></table>	Property Type	Number	Application Number:	11140252							
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CORRESPONDENCE DATA											
Fax Number:	(832)446-2424										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	832/446-2400										
Email:	rginn@counselip.com										
Correspondent Name:	Keith Lutsch										
Address Line 1:	20333 State Highway 249, Suite 600										
Address Line 4:	Houston, TEXAS 77070										
NAME OF SUBMITTER:	Keith Lutsch										
Total Attachments: 2											
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PATENT  
REEL: 016436 FRAME: 0446

## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Brocade Communications Systems, Inc., a Delaware corporation, having a place of business at 1745 Technology Drive, San Jose, California 95110 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the application for United States Letters Patent entitled: USE OF SERVER INSTANCES AND PROCESSING ELEMENTS TO DEFINE A SERVER ("APPLICATION"), which:

- ☐ is to be filed herewith
- ☒ was filed on May 27, 2005, now bearing U.S. Serial Number 11/140,252 and for which a Declaration was executed by INVENTOR on the date(s) below; and

The entire worldwide right, title, and interest in and to (a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; and (c) patents which may be granted on the applications set forth in (a) and (b) above.

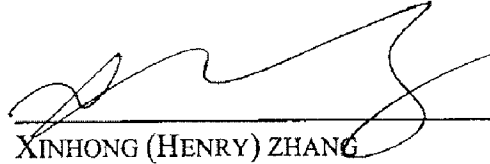
INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles, and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

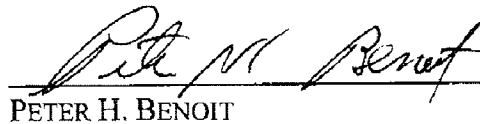
This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Executed this 19<sup>th</sup> day of August, 2005.

  
XINHONG (HENRY) ZHANG

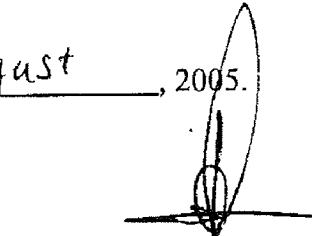
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Executed this 19<sup>th</sup> day of AUGUST, 2005.

  
PETER H. BENOIT

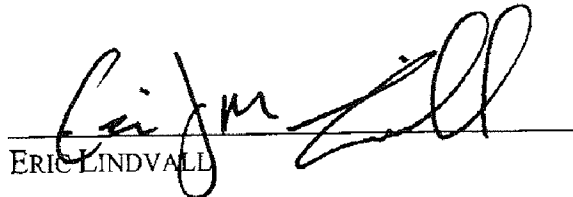
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Executed this 19 day of August, 2005.

  
VINOD R. SHANKAR

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Executed this 19 day of AUGUST, 2005.

  
ERIC LINDVALL