

5-16-05

05-25-2005

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

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



RE

103009040
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

113013 U.S. P.O.
29/230034



051605

1. Name of conveying party(ies)/Execution Date(s):

Timothy Burton

Execution Date(s) May 16, 2005

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

2. Name and address of receiving party(ies)

Name: Microgistix, Inc.

Internal Address: _____

Street Address: 221 North First Street

City: Minneapolis

State: MN

Country: USA Zip: 55401

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)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Plevy, Howard & Darcy, PC

Internal Address: _____

Street Address: P.O. Box 226

City: Fort Washington

State: PA Zip: 19034

Phone Number: 215-542-5824

Fax Number: 215-542-5825

Email Address: rob.rosenthal@phd-ip.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 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 _____

Authorized User Name _____

9. Signature:

Signature

May 16, 2005

Date

Robert E. Rosenthal

Name of Person Signing

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

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

05/25/2005 6TOM11

00000030 29230034

01 FC:0021

40.00 DP

PATENT
REEL: 016586 FRAME: 0949

ASSIGNMENT

WHEREAS, I/We, **Timothy Burton** (hereinafter referred to as ASSIGNOR(S)) have invented certain inventions relating to **NETWORK CONNECTION SWITCH** and for which a United States Application was filed concurrently herewith; and

WHEREAS, **Microgistix, Inc.**, a Minnesota corporation, having a principal place of business at 221 North First Street, Minneapolis, Minnesota 55401 (hereinafter referred to as ASSIGNEE) is desirous of acquiring the entire interest in, to and under said inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE of valuable consideration to ASSIGNOR, the receipt and adequacy of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR(S) hereby sell, assign, and transfer to ASSIGNEE and the successors, assigns and legal representatives of the ASSIGNEE all of ASSIGNOR'S right, title and interest in and to said inventions and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and all of ASSIGNOR'S right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries, and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions, renewals, and reexaminations thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

ASSIGNOR(S) request that any and all patents for said inventions be issued to said ASSIGNEE, its successors, assigns and legal representatives, or to such nominees as it may designate.

ASSIGNOR(S) authorize and empower the said ASSIGNEE, its successors, assigns and legal representatives to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from ASSIGNOR(S).

ASSIGNOR(S) hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said ASSIGNEE, its successors, assigns, and legal representatives, to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

ASSIGNOR(S) agree that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said ASSIGNEE, its successors, assigns and legal representatives, the ASSIGNOR(S) will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions, renewals, and reexamination thereof and any legal equivalent thereof in a foreign country, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings and any legal equivalent thereof in a foreign country; communicate to said ASSIGNEE, its successors, assigns, and legal representatives, all facts known to the ASSIGNOR(S) relating to said inventions and the history thereof; and generally do everything possible which said ASSIGNEE, its successors, assigns or legal representatives, shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents on said inventions in said ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR(S) covenant with said ASSIGNEE, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that ASSIGNOR(S) have full right to convey the same as herein expressed.

Signed at Minneapolis, MN USA
 (City, Province or state, country)

[Signature]
 Timothy Burton

5/16/05
 (Date)

WITNESS:

Matthew O. Todd
 (Please Print Name)

[Signature]
 (Signature)

26 May 2005
 (Date)