

08-02-2005

RECO



103053353

11/188489



To the Honorable commissioner of Patents  
Please record the attached original docur

1. Name of conveying party(ies):  
Robert Wyckoff Hyer, Jr.  
Richard P. Jernigan  
  
Additional name(s) of conveying party(ies) attached? \_\_\_\_\_ Yes  No

2. Name and address of receiving party(ies):  
  
Name: Network Appliance, Inc.  
  
Street Address: 495 East Java Drive  
  
City: Sunnyvale  
  
State: CA Zip: 94089  
  
Additional name(s) & address(es) Attached? \_\_\_\_\_ Yes  No

3. Nature of conveyance:  
 Assignment  
\_\_\_\_\_ Merger  
\_\_\_\_\_ Security Agreement  
\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Other  
  
Execution Date: July 21, 2005, July 22, 2005

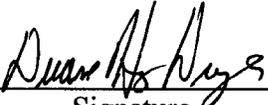
7-25-05

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: July 20, 2005, July 22, 2005  
  
A. Patent Application No.(s)  
  
B. Patent No. (s)  
  
Additional numbers attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: Duane H. Dreger  
  
Street Address: Cesari and McKenna, LLP  
88 Black Falcon Avenue  
City: Boston State: MA Zip: 02210

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 no. 03-1237 (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 belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
  
Duane H. Dreger, Reg. No. 48,836  July 25, 2005  
Name of Person Signing Signature Date  
Total number of pages comprising cover sheet:

08/01/2005 6TON11 0000067 11148489  
01 FC:B021 40.0010P

PATENTS  
112056-0246  
P01-2311

### ASSIGNMENT

Whereas We, Robert Wyckoff Hyer, Jr., whose residence address is 305 Covington Court, Mars, PA 16046, and Richard P. Jernigan, IV, whose residence address is 1016 Rice Avenue, Ambridge, PA 15003, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled SYSTEM AND METHOD FOR REVOKING SOFT LOCKS IN A DISTRIBUTED STORAGE SYSTEM ENVIRONMENT, identified by Cesari and McKenna File No. P01-2311/112056-0246, which application was executed by us herewith; and

Whereas Network Appliance, Inc., whose address is 495 East Java Drive, Sunnyvale, CA 94089, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made;

PATENTS  
112056-0246  
P01-2311

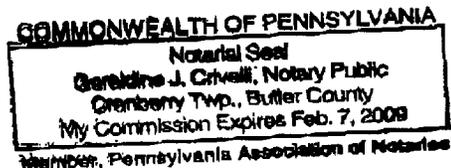
and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

7/21/2005  
Date

Robert Wyckoff Hyer, Jr.  
Robert Wyckoff Hyer, Jr., Inventor

Commonwealth of Pennsylvania )  
County of Butler )ss.



On this 21 day of July, 2005, before me appeared Robert Wyckoff Hyer, Jr., to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Geraldine J. Crivelli  
Notary Public

[seal]

