

09-07-2005

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

**1. Name of conveying party(ies)**

John Robert Weber, Jr.  
Carl Francis Scheuermann

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

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

Name: DigitalGrid, Inc.

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

Street Address: 8307 Six Forks Road, Suite 107

City: Raleigh

State: North Carolina

Country: USA Zip: 27615

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) August 9, 2005

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- 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)  
10/832,476

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: A. Jose Cortina, Daniels Daniels & Verdonik, P.A.

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

Street Address: Suite 200 Generation Plaza

1822 N.C. Highway 54 East

City: Durham

State: North Carolina Zip: 27713

Phone Number: (919) 544 5444

Fax Number: (919) 544 5920

Email Address: jcortina@d2vlaw.com

**6. Total number of applications and patents involved:** one

**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

August 30, 2005  
Date

09/06/2005 DBYRME 00000120 10632476

01 FC:0021

A. Jose Cortina  
Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## ASSIGNMENT OF RIGHTS

WHEREAS, John Robert Weber, Jr. of 41 Normandy Drive, Northport, New York 11768 and Carl Francis Scheuermann of 31 Seward Lane, Storybrook, New York 11790, (hereinafter ASSIGNORS or each ASSIGNOR), are the inventors of the one or more new and useful improvements described in a U.S. Patent Application Serial No. 10/832,476 filed on or about April 26, 2004 and entitled:

### **METHOD AND APPARATUS FOR ACTIVE ISOLATION OF COMMUNICATIONS PORTS**

WHEREAS, DigitalGrid, Inc., a North Carolina corporation, (hereinafter ASSIGNEE) with a principal place of business at 8307 Six Forks Road, Suite 107, Raleigh, North Carolina 27615 is desirous of acquiring the entire right, title and interest therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said ASSIGNORS by these presents hereby sell, assign, and transfer unto the said ASSIGNEE the full, exclusive, non-revocable, and worldwide rights, if any, to said improvements, including:

all rights currently owned or acquired in the future by ASSIGNORS in any patent application, patent or other legal document claiming one or more aspects of the improvements described in the above-identified application(s) whether or not the improvement is explicitly claimed in the above-identified application(s);

all rights currently owned or acquired in the future by ASSIGNORS in any patent application, patent or other legal document that claims any of the above-identified application(s) as a priority document, and any patent application or patent which results directly or indirectly through any number of links to any of the above-identified patent application(s), including links such as a non-provisional application, one or more continuation or divisional applications, one or more continuation-in-part applications, one or more reissue processes, substitute processes and re-examination proceedings, or any other like process to any of the above;

and the right of claiming priority to one or more of the application(s) or resulting patent(s) identified above for all member countries under any international agreements concerning intellectual property, including but not limited to rights such as utility patent, extensions, design patent, utility model registration, inventor's certificates, defensive publications, and the like; and the results of any process granting legal rights within the United States or anywhere in the world.

ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks, and any officials of foreign patent systems whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from any of the above-identified patent application(s) to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by ASSIGNORS had this assignment and sale not been made.

ASSIGNORS hereby grant to ASSIGNEE the right to file applications in any or all countries or

regional systems on any of the conveyed improvements in the name of the ASSIGNORS, in the name of the ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

ASSIGNORS agree that upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE.

ASSIGNORS hereby covenant and agree to: communicate to ASSIGNEE any facts known to the ASSIGNORS respecting said improvements; provide relevant prior art material as required by law; testify in any legal proceeding; sign all lawful papers; execute all divisional, continuation, continuation-in-part, substitute and reissue applications; make all rightful oaths or declarations; and generally do everything possible to obtain, maintain, and enforce proper legal protection for said improvements in all countries.

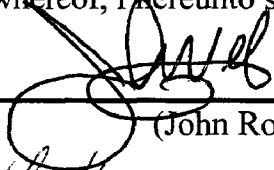
ASSIGNORS hereby further covenant and agree that ASSIGNORS have the full right to convey the entire interest herein assigned, and ASSIGNORS have not and will not execute any agreement in conflict herewith.

ASSIGNORS agree that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that each ASSIGNOR shall have the obligation to perform reasonably in the alternative to give the ASSIGNEE the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed stricken.

\* \* \* \* \*

ASSIGNORS

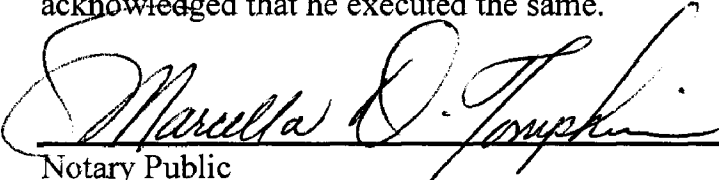
In testimony whereof, I hereunto set my hand this 9<sup>th</sup> day of August, 2005.



(John Robert Weber, Jr. (Assignor))

STATE OF New York  
COUNTY OF Saratoga

On August 9, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared John Robert Weber, Jr. known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.



Notary Public

**MARCELLA D. TOMPKINS**  
Notary Public, State of New York  
No. 01TO6053649  
Qualified in Nassau County  
Commission Expires Jan. 16 2007

Date my Commission will expire on.

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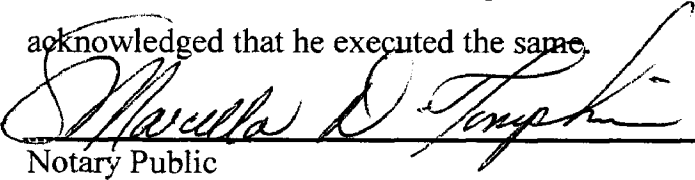
In testimony whereof, I hereunto set my hand this 9<sup>th</sup> day of August, 2005.



(Carl Francis Scheuermann (Assignor))

STATE OF New York  
COUNTY OF Saratoga

On August 9, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Carl Francis Scheuermann known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.



Notary Public

**MARCELLA D. TOMPKINS**  
Notary Public, State of New York  
No. 01TO6053649  
Qualified in Nassau County  
Commission Expires Jan. 16 2007

Date my Commission will expire on.