

09-19-2005

U.S. DEPARTMENT OF COMMERCE
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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):

David Michael BARRETT

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

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

Execution Date(s): August 31, 2005

- ☒ Assignment ☐ Merger ☐ Change of Name
☐ Security Agreement ☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Emulex Design & Manufacturing Corporation

Internal Address:

Street Address:

3333 Susan Street

City: Costa Mesa

State: California

Country: United States of America Zip: 92626

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

4. Application or patent number(s):

A. Patent Application No.(s)

This application

☒ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Glenn M. Kubota
MORRISON & FOERSTER LLP

Internal Address: Atty. Dkt.: 491442017800

Street Address: 555 West Fifth Street

City: Los Angeles

State: CA Zip: 90013-1024

Phone Number: (213) 892-5752

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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 03-1952

Authorized User Name Glenn M. Kubota

9. Signature:

Signature

September 9, 2005

Date

Glenn M. Kubota - 44,197

Name of Person Signing

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

3

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la-816952

PATENT
REEL: 016989 FRAME: 0807

**ASSIGNMENT
SOLE**

THIS ASSIGNMENT, by **David Michael BARRETT** (hereinafter referred to as the assignor), with a post office address of c/o Emulex Design & Manufacturing Corporation, 3333 Susan Street, Costa Mesa, California 92626, USA, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements in **AUTOMATED NOTIFICATION OF SOFTWARE INSTALLATION FAILURES**, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; and

WHEREAS, **EMULEX DESIGN & MANUFACTURING CORPORATION**, a corporation duly organized under and pursuant to the laws of the State of Delaware, and having its principal place of business at **3333 Susan Street, Costa Mesa, California 92626, USA** (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

"I hereby authorize and request the assignee's attorneys, Morrison & Foerster LLP, to insert here in parentheses (Application number _____, filed _____) the application number and filing date of said application when known."

8/31/05
Date

David Michael Barrett
David Michael BARRETT
Assignor

STATE OF Massachusetts
COUNTY OF Worcester

On August 31, 2005 before me, Heather Diane Goodsell
personally appeared David Michael BARRETT, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Heather Diane Goodsell

[Seal]

