

01-24-2006

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



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

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

Russell Berman; Giles Biddison; Felix Chuang; David K. Matsumoto; Joseph W. Barco

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

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

Name: Velocity11

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

Street Address: 3565 Haven Avenue

City: Menlo Park

State: CA

Country CA Zip 94025

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

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

Execution Date(s) 1/12/06; 1/12/06; 1/12/06; 1/12/06; 1/12/06

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

**4. Application number(s) or patent number(s):**

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

A. Patent Application No.(s) Being filed herewith.

B. Patent No.(s): \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

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

Name: George A. Willman

Internal Address: Wilson Sonsini Goodrich & Rosati

Street Address: 650 Page Mill Road

City: Palo Alto

State: CA Zip: 94304-1050

Phone Number: (650) 493-9300

Fax Number: (650) 493-6811

Email Address: gwillman@wsgr.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$40**

- ☐ 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**

Attorney Docket Number 31030.701.202

Deposit account number: 23-2415

Authorized User Name Wilson Sonsini Goodrich & Rosati

**9. Signature.**

January 13, 2006

Date

01/24/2006 DRYRME 00000002 232415 11331765

Signature

01 FC:3021

40.00 DA

George A. Willman

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

2

Name of Person Signing

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

Whereas, the undersigned:

Russell Berman	Giles Biddison	Felix Chuang	David K. Matsumoto	Joseph W. Barco
2156 16th Avenue	393 N. Murphy Ave.	1824 Oak Creek Drive #312	823 Romani Court	2341 Bailey Avenue
San Francisco 94116	Sunnyvale CA 94085	Palo Alto, CA 94304	San Jose, CA 95125	San Jose, CA 95128

hereinafter termed "Inventors", have invented certain new and useful improvements in

DISTRIBUTED SYSTEM AND METHOD FOR ERROR RECOVERY

- ☒ for which an application for United States Patent is filed herewith.  
☐ for which a United States Patent issued on \_\_\_, U.S. Patent No. \_\_\_.

WHEREAS, Velocity11, having a place of business at 3565 Haven Avenue, Menlo Park, CA 94025, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 1/12/06

Russell Berman  
Russell Berman

Date: 1/12/06

Giles Biddison  
Giles Biddison

Date: 1/12/06

Felix Chuang  
Felix Chuang

Date: 1/12/06

David K. Matsumoto  
David K. Matsumoto

Date: 1/12/06

Joseph W. Barco  
Joseph W. Barco