

03-07-2006



103191524

To the Director of the U.S. Patents and Trademark Office

with the attached documents or the new address(es) below.

03-07-2006

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

Anthony W. James

Execution Date(s) September 18, 2003

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

2. Name and address of receiving party(ies)

Name: Foundry Networks, Inc.

Internal Address: _____

Street Address: 2100 Gold Street

City: Alviso

State: California

Country: United States Zip: 95002

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 number(s) or patent number(s):

A. Patent Application No.(s)

03/02/2006 STEUMEL1 00000015 11363576

01 FC:8021

40.00 OP

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: David B. Ritchie

Internal Address: THELEN REID & PRIEST LLP

Street Address: P.O. Box 640640

City: San Jose

State: CA Zip: 95164-0640

Phone Number : (408) 292-5800

Fax Number: (408) 287-8040

Email Address: dritchie@thelenreid.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 1004
Expiration Date 05/06

b. Deposit Account Number _____

Authorized User Name _____

9. Signature :

Signature

February 27, 2006

Date

Marc S. Hanish, Reg. No. 42,626

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

3

Name of Person Signing

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



022706

11/29/99 U.S. PTO
11/863576

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor: Anthony W. JAMES, the undersigned inventor(s) hereby sell(s) and assign(s) to Foundry Networks, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

: for the United States of America (as defined in 35 U.S.C. § 100),
: and throughout the world,

(a) in the invention(s) known as System, Method And Apparatus For Supporting E911 Emergency Services In A Data Communications Network for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 9/18/03 (also known as United States Application No. To Be Assigned, filed Herewith), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Laura A. Peter, Esquire, Registration No. 33,545, of Foundry Networks, Inc., 2100 Gold Street, Alviso, CA 95002, and Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; Robert C. Millonig, Esquire, Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; and Patrick E. Garrett, Esq., Registration No. 39,987; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: 9-18-03 Signature of Inventor: [Signature]
Anthony W. James

WITNESS MY HAND at Santa Clara California, this 18 day of September, 2003

Anthony W. James

STATE OF CALIFORNIA }
COUNTY OF Santa Clara, SS.

On this 18 day of Sept, 2003 before me, Anthony James, a Notary Public, personally appeared Anthony James, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person/s whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature/s on the instrument the person/s or the entity upon behalf of which the person/s acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor: Anthony W. JAMES, the undersigned inventor(s) hereby sell(s) and assign(s) to Foundry Networks, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

: for the United States of America (as defined in 35 U.S.C. § 100),
: and throughout the world,

*R.A.
9/18/03*

(a) in the invention(s) known as System, Method And Apparatus For Supporting E911 Emergency Services In A Data Communications Network for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 9/18/03 (also known as United States Application No. To Be Assigned, filed Herewith), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

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The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

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IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: 9-18-03 Signature of Inventor: [Signature]
Anthony W. James

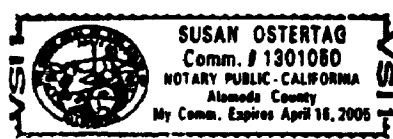
WITNESS MY HAND at Santa Clara California, this 18 day of September, 2003

Anthony W. James

STATE OF CALIFORNIA
COUNTY OF Santa Clara, SS.

On this 18 day of Sept, 2003 before me, Susan Ostertag a Notary Public, personally appeared Anthony James, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person/s whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature/s on the instrument the person/s or the entity upon behalf of which the person/s acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC