RECORI	03-20-2006
To the Honorable commissioner of Patents an Please record the attached original docume	
1. Name of conveying party(ies):	103199745 ceiving party(ies):
Toby Smith	1,001,991,42
Richard P. Jernigan, IV	Name: Network Appliance, Inc.
Robert Wyckoff Hyer, Jr. /	Transfer Tra
Michael Kazar (MAR 14 2006)	
David B. Noveck	Street Address: 495 East Java Drive
Peter Griess	
	City: Sunnyvale
Additional name(s) of conveying	
party(ies) attached? YesX No	
3. Nature of conveyance:	State: CA Zip: 94089
X Assignment	
Merger	
Security Agreement	
Change of Name	
Other	Additional name(s) & address(es)
	Attached?Yes _X_No
Execution Date: <u>03/13/06, 02/28/06, 02/28/06,</u>	
03/08/06, 03/06/06, and 03/03/06 Respectively	
4. Application number(s) or patent number(s): 11/264	.831
If this document is being filed together with a new a	application, the execution
date of the application is:	
	1
A. Patent Application No.(s)	B. Patent No. (s)
Additional numbers attached	l?YesXNo
5. Name and address of party to whom	6. Total number of applications and
correspondence concerning document should be	patents involved:1
mailed:	
	7. Total fee (37 CFR 3.41) \$40.00
Name: Duane H. Dreger	X Enclosed
Street Address: Cesari and McKenna, LLP	Authorized to be charged to deposit
88 Black Falcon Avenue	Account 8. Deposit account no. 03-1237 (Attach duplicate,
City: Boston State: MA Zip: 02210	copy of this page if paying by deposit account
enty. Boscon State. MA Zip. 02210	i i i i i i i i i i i i i i i i i i i
DO NOT U	SE THIS SPACE
	SE THIS SPACE
9. Statement and signature.	*
To the best of my knowledge and belief, the foregoing informa	tion is true and correct and any attached copy is a true 🛮 💈
copy of the original document.	
Duane H. Dreger, Reg. No. 48,836	500 T200
Name of Person Signing Signatur	March 14, 2006
Signature of reison Signing	March 14, 2006 Date Total number of pages comprising cover sheet: 1
	1 otal number of pages comprising cover sheet: 1

ASSIGNMENT

Whereas We, Toby Smith, whose residence address is 126 Byron Road, Pittsburgh, PA 15237, Richard P. Jernigan, IV, whose residence address is 1016 Rice Avenue, Ambridge, PA 15003, Robert Wyckoff Hyer, Jr., whose residence address is 305 Covington Court, Mars, PA 16046, Michael Kazar, whose residence address is 1233 Shady Avenue, Pittsburgh, PA 15232, David B. Noveck, whose residence address is 26 Locust Avenue, Lexington, MA 02421, and Peter Griess, whose residence address is 860 Kansas St. #1, San Francisco, CA 94107, 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 MANAGING HARD LOCK STATE INFORMATION IN A DISTRIBUTED STORAGE SYSTEM ENVIRONMENT, identified by Cesari and McKenna File No. 112056-0270, the specification of which was filed on November 1, 2005, and accorded Serial Number 11/264,831; 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; 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.

3/13/06	-73/	
Date	Toby Smith, Inventor	COMMONWEALTH OF PENNSYLVANIA Notadal Seel Geraldine J. Crivelli, Notary Public
Commonwealth of Pen	Jaa	Cranberry Twp., Buller County My Commission Expires Feb. 7, 2009
County of Sutt	<u> </u>	Member, Pennsylvania Association of Notaries

On this 13 day of 2006, before me appeared Toby Smith, 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.

Notary Public

[seal]

28 Feb 40	In Nelle		and the second s
Date	Richard P. Jernigan, I	IV, Inventor	
Commonwealth of Pennsy	· ·		
County of Buller)ss.)		
On this 26 day Jernigan, IV, to me known executed the foregoing ins deed.	y of <u>Flore</u> , 200 and known to me to be t trument, and he acknowle	the person descr	ribed in and who
	Ling	lucul, lotary Public	<u></u>
[seal]			COMMONWEALTH OF PENNSYLVANIA Notarial Seal Geraldine J. Crivelli, Notary Public Cranberry Twp., Butler County My Commission Expires Feb. 7, 2009
Feb 28, 2006 Date	Most A Robert Wyckoff Hyer	\mathcal{H}	Member, Pannsylvania Association of Notaries
Commonwealth of Pennsy County of Butler)ss.)		
On this day Wyckoff Hyer, Jr., to me k executed the foregoing insideed.	nof <u>Flbruan</u> , 200 known and known to me t trument, and he acknowle	to be the person	described in and who
	San	Ida Cul otary Public	<u> </u>
[seal]	3	Aus debenon maria de la companya de	OMMONWEALTH OF PENNSYLVANIA Notarial Seal Geraldine J. Crivelli, Notary Public Cranberry Twp., Butler County My Commission Expires Feb. 7, 2009 mber, Peansylvania Association of Notaries

3/8/2016	notal Ko	
Date Mich	ael Kazar, Inventor	
Commonwealth of Pennsylvania County of Let))ss.) (1006), 2006, be the person described	
[seal]	Notary	Public Public
	d B. Noveck, Invento	DT
Commonwealth of Massachusetts County of))ss.)	
On this day of Noveck, to me known and known to the foregoing instrument, and he ad	o me to be the person	efore me appeared David B. I described in and who executed to be his free act and deed.
	Notary	/ Public
[seal]		

Date	Peter G	Griess, Inventor	
State of California)	
County of)ss.)	
me known and know	n to me to be the	, 2006, before me appeared Peter Griess, the person described in and who executed the wledged the same to be his free act and deed.	to
		Notary Public	
[seal]			

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Date	Toby Si	Smith, Inventor
Commonwealth of Penn	•)
County of)ss.)
me known and known to	me to be the	, 2006, before me appeared Toby Smith, to e person described in and who executed the eledged the same to be his free act and deed.
		Notary Public
[seal]		

2

Date Richard P. Jernigan, IV, Inventor			
Commonwealth of Pennsylva)ss) .	
County of)		
Jernigan, IV, to me known an	id known t	, 2006, before me appeared Richard P. o me to be the person described in and who he acknowledged the same to be his free act and	
		Notary Public	
[seal]			
Date	Robert W	yckoff Hyer, Jr., Inventor	
Commonwealth of Pennsylva County of)s:	S.	
	wn and kn	, 2006, before me appeared Robert own to me to be the person described in and who he acknowledged the same to be his free act and	
		Notary Public	
[seal]			

Date	Michael Kazar, Ir	nventor	
Commonwealth of Pennsylvan)ss.		
County of)		
On this day of to me known and known to me foregoing instrument, and he a			
		Notary Public	
[seal]			
Wanh 6 2006	David B. Noveck	P. Noc.	
Commonwealth of Massachus County of MIDDLESCE			
On this day of Noveck, to me known and known the foregoing instrument, and	MAC wn to me to be t	ne person described	in and who executed
		Notary Public	leon
[seal]			PIA SWANN Notary Public My Commission Expires October 22, 2003

Date	Peter Griess	, Inventor
State of California)	
County of)ss.)	
me known and know	n to me to be the pers	, 2006, before me appeared Peter Griess, to on described in and who executed the ed the same to be his free act and deed.
		Notary Public
[seal]		

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

Date	Toby	y Smith, Inventor	
Commonwealth of Pe	nnsylvania		
County of)ss.)	
me known and known	n to me to be t	, 2006, before me appeared To the person described in and who executed owledged the same to be his free act and d	the
		Notary Public	
[seal]			

2

Date Richard P. Jernigan, IV, Inventor				
Commonwealth of Pennsylvania County of))ss.)			
On this day of Jernigan, IV, to me known and kno	, 2006, before me appeared Richard P. own to me to be the person described in and who , and he acknowledged the same to be his free act and			
[seal]	Notary Public			
Date Rob	ert Wyckoff Hyer, Jr., Inventor			
Commonwealth of Pennsylvania County of))ss.)			
On this day of Wyckoff Hyer, Jr., to me known an executed the foregoing instrument, deed.	, 2006, before me appeared Robert and known to me to be the person described in and who and he acknowledged the same to be his free act and			
	Notary Public			
[seal]				

Date	Michael Kazar,	Inventor	
Commonwealth of Pennsylvan)ss.		
to me known and known to me	to be the perso	_, 2006, before me appeared Michael Ka on described in and who executed the he same to be his free act and deed.	zar,
	-	Notary Public	
[seal]			
Date I	David B. Novec	ck, Inventor	
Commonwealth of Massachuse)ee		
On this day of _ Noveck, to me known and known the foregoing instrument, and h	wn to me to be e acknowledge	_, 2006, before me appeared David B. the person described in and who execute ed the same to be his free act and deed.	d
	_	Notary Public	
[seal]			

Date M	ichael Kazar, Inventor
Commonwealth of Pennsylvania	
County of)ss.)
to me known and known to me t	, 2006, before me appeared Michael Kazar, o be the person described in and who executed the knowledged the same to be his free act and deed.
	Notary Public
[seal]	
Date Da	avid B. Noveck, Inventor
Commonwealth of Massachusett	ts))ss)
Noveck, to me known and know	, 2006, before me appeared David B. n to me to be the person described in and who executed acknowledged the same to be his free act and deed.
	Notary Public
[seal]	

3/3/2006 Date

Peter Griess, Invento

State of California

County of Sanda Claim)ss.

On this 3 day of 4000, 2006, before me appeared Peter Griess, 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.

LOLA RODRIQUEZ
Commission # 1613892
Notory Public - Colifornia
Santa Clara County
My Comm. Expires Oct 17, 2009

Jola Bolicana, Notary Public 1

5