

3/14/06

RECORD

03-20-2006



To the Honorable commissioner of Patents and
Please record the attached original document

1. Name of conveying party(ies):
 Toby Smith
 Richard P. Jernigan, IV
 Robert Wyckoff Hyer, Jr.
 Michael Kazar
 David B. Noveck
 Peter Griess

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



103199745 conveying party(ies):

Name: Network Appliance, Inc.

Street Address: 495 East Java Drive

City: Sunnyvale

State: CA Zip: 94089

Additional name(s) & address(es) Attached? _____ Yes No

3. Nature of conveyance:
 Assignment
 _____ Merger
 _____ Security Agreement
 _____ Change of Name
 _____ Other

Execution Date: 03/13/06, 02/28/06, 02/28/06, 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 application, the execution date of the application is:

A. Patent Application No.(s) _____ B. Patent No. (s) _____

Additional numbers attached? _____ Yes No

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

Name: Duane H. Dreger

Street Address: Cesari and McKenna, LLP
 88 Black Falcon Avenue

City: Boston State: MA Zip: 02210

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

7. Total fee (37 CFR 3.41)\$40.00
 Enclosed
 _____ Authorized to be charged to deposit Account

8. Deposit account no. 03-1237 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Duane H. Dreger, Reg. No. 48,836 *Duane H. Dreger* March 14, 2006

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

00000143 1126831
 40.00 DP
 03/20/2006 NJ/PA/1
 01 FF:8021

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 TSA
Date Toby Smith, Inventor

Commonwealth of Pennsylvania)
County of Butler)ss.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Geraldine J. Crivelli, Notary Public
Cranberry Twp., Butler County
My Commission Expires Feb. 7, 2009
Member, Pennsylvania Association of Notaries

On this 13 day of March, 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.

Geraldine Crivelli
Notary Public

[seal]

28 Feb '06
Date

[Signature]
Richard P. Jernigan, IV, Inventor

Commonwealth of Pennsylvania)
County of Butler)ss.)

On this 28 day of February, 2006, before me appeared Richard P. Jernigan, IV, 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.

[Signature]
Notary Public

[seal]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Geraldine J. Crivelli, Notary Public
Cranberry Twp., Butler County
My Commission Expires Feb. 7, 2009
Member, Pennsylvania Association of Notaries

Feb 28, 2006
Date

[Signature]
Robert Wyckoff Hyer, Jr., Inventor

Commonwealth of Pennsylvania)
County of Butler)ss.)

On this 28 day of February, 2006, before me appeared Robert Wyckoff Hyer, Jr., 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.

[Signature]
Notary Public

[seal]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Geraldine J. Crivelli, Notary Public
Cranberry Twp., Butler County
My Commission Expires Feb. 7, 2009
Member, Pennsylvania Association of Notaries

3/8/2006

Date

Michael Kazar

Michael Kazar, Inventor

Commonwealth of Pennsylvania)
County of Butler)ss.
)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Geraldine J. Crivelli, Notary Public
Cranberry Twp., Butler County
My Commission Expires Feb. 7, 2009
Member, Pennsylvania Association of Notaries

On this 8 day of March, 2006, before me appeared Michael Kazar, 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.

Geraldine J. Crivelli
Notary Public

[seal]

Date

David B. Noveck, Inventor

Commonwealth of Massachusetts)
County of _____)ss.
)

On this _____ day of _____, 2006, before me appeared David B. Noveck, 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]

Date

Peter Griess, Inventor

State of California

)

)ss.

County of _____

)

On this _____ day of _____, 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.

Notary Public

[seal]

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

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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

Date Richard P. Jernigan, IV, Inventor

Commonwealth of Pennsylvania)
)ss.
County of _____)

On this _____ day of _____, 2006, before me appeared Richard P. Jernigan, IV, 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]

Date Robert Wyckoff Hyer, Jr., Inventor

Commonwealth of Pennsylvania)
)ss.
County of _____)

On this _____ day of _____, 2006, before me appeared Robert Wyckoff Hyer, Jr., 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]

Date

Peter Griess, Inventor

State of California

)

)ss.

County of _____)

On this _____ day of _____, 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.

Notary Public

[seal]

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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

Date

Michael Kazar, Inventor

Commonwealth of Pennsylvania)

)ss.

County of _____)

On this _____ day of _____, 2006, before me appeared Michael Kazar, 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]

Date

David B. Noveck, Inventor

Commonwealth of Massachusetts)

)ss.

County of _____)

On this _____ day of _____, 2006, before me appeared David B. Noveck, 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]

3/3/2006
Date

[Signature]
Peter Griess, Inventor

State of California)
County of Santa Clara)ss.

On this 3 day of March, 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.

[Signature]
Notary Public

