

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|---|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Clearwater Networks, Inc. | 12/17/2002 |
| RECEIVING PARTY DATA | |
| Name: | MIPS Technologies, Inc. |
| Street Address: | 1225 Charleston Road |
| City: | Mountain View |
| State/Country: | CALIFORNIA |
| Postal Code: | 94043-1353 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 11278901 |
| CORRESPONDENCE DATA | |
| Fax Number: | (719)623-0141 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 7194757103 |
| Email: | taysie@huffmanlaw.net |
| Correspondent Name: | Taysie Locke |
| Address Line 1: | 1832 N. Cascade Ave. |
| Address Line 4: | Colorado Springs, COLORADO 80907 |
| ATTORNEY DOCKET NUMBER: | MIPS.0178-01-US |
| NAME OF SUBMITTER: | Taysie J. Locke |
| Total Attachments: 7 source=MIPS_0178_01_US_Assignment#page1.tif source=MIPS_0178_01_US_Assignment#page2.tif source=MIPS_0178_01_US_Assignment#page3.tif source=MIPS_0178_01_US_Assignment#page4.tif source=MIPS_0178_01_US_Assignment#page5.tif | |

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EXHIBIT B
PATENT ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, CLEARWATER NETWORKS, INC., a California corporation having a place of business at 19200 Stevens Creek Boulevard, Suite 200, Cupertino, CA 95014 ("*Assignor*"), does hereby sell, grant, convey, assign and transfer unto MIPS TECHNOLOGIES, INC., a Delaware corporation having a place of business at 1225 Charleston Road, Mountain View, California 94043 ("*Assignee*"), and its Affiliates, successors, assigns, and transferees, the following:

1. All of Assignor's title, interest and right, including the right of priority (which includes all rights under the International Convention for the Protection of Industrial Property, also known as the "Paris Convention"), in, to and under the following: (i) those issued patents set forth on Schedule A attached hereto and all inventions therein set forth, described or claimed; (ii) those applications for patents set forth on Schedule A attached hereto and all inventions therein set forth, described or claimed, and any and all patents which may be granted thereon or therefor or corresponding thereto in any country, including any and all continuations, continuations-in-part, substitutions, divisionals, reissues, renewals, reexaminations, extensions, utility models, inventor's certificates or industrial designs thereof, now existing or hereafter filed, issued or acquired; and (iii) all rights to enforce the foregoing including the right to sue and recover all income, royalties, damages, and payments now or hereafter due or payable with respect to any of the foregoing rights, including, without limitation, damages for past, present or future infringement thereof, free and clear of all and any pledge, lien, collateral assignment, security interest, mortgage, title retention, conditional sale or other security arrangement, or any charge, adverse claim of title, ownership or right to use, or any other encumbrance of any kind whatsoever.

2. And for the above consideration Assignor agrees to and will promptly upon request of Assignee, and its heirs, successors or assigns: (i) communicate any facts known to Assignor respecting said patents, applications and all inventions set forth therein; (ii) execute and deliver without further compensation any power of attorney, assignment, application (including original, continuation, divisional, reissue, reexamination or extension) or other papers which may be necessary or desirable to fully secure to Assignee (and its heirs, successors and assigns) said patents and applications, all inventions set forth therein, and all related patent rights in the United States and in any country foreign thereto; and (iii) cooperate and assist in the prosecution of said

applications, in any interference proceedings involving the inventions set forth in said patents and applications, in any adjudication and reexamination of said patents, and in any other process or proceeding necessary or desirable to obtain, maintain and/or enforce said patents and applications in any and all countries throughout the world, provided the expenses which may be incurred by Assignor in lending such cooperation and assistance be paid by Assignee.

3. Assignor represents that it has not made, and covenants that it will not hereafter make, any assignment, grant, mortgage, license or other agreement affecting the rights, titles and interests herein conveyed. Assignor further covenants that it has the full right to convey the title, interest and right assigned by this Assignment.

4. Assignor hereby authorizes and requests the Commissioner of Patents of the United States and any official of any foreign country whose duty is to issue patents on applications as described above to issue any and all patents subject to this Assignment to the Assignee and its heirs, successors or assigns in accordance with the terms of this Assignment.

5. Nothing in this Assignment will, or will be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement executed contemporaneously by the parties hereto or affect or modify any of the rights or obligations of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will govern and control.

[Signature pages follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative on the date set forth below.

"ASSIGNOR"

CLEARWATER NETWORKS, INC.,
a California corporation

By: Richard M. Brenner

Name: Richard M. Brenner

Title: Chief Executive Officer

Dated: December 17, 2002

STATE OF CALIFORNIA)

COUNTY OF SANTA CLARA)

On this 17 day of December, 2002, before me appeared Richard M. Brenner to me known and known to me to be the person described herein, and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.



Jean M. Machado
Notary Public

[SEAL]

[SIGNATURE PAGE 1 FOR PATENT ASSIGNMENT]

This Assignment of Patents acknowledged and agreed to by:

"ASSIGNEE"

MIPS TECHNOLOGIES, INC.,
a Delaware corporation

By: *John Bourgois*

Name: John Bourgois

Title: Chairman and CEO

December 17, 2002

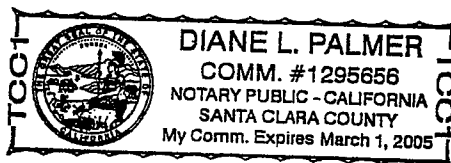
STATE OF CALIFORNIA)

COUNTY OF SANTA CLARA)

On this 17th day of December, 2002, before me appeared John Bourgois
to me known and known to me to be the person described herein, and who executed the
foregoing instrument and he acknowledged the same to be his free act and deed.

Diane L. Palmer
Notary Public

[SEAL]



[SIGNATURE PAGE 2 FOR PATENT ASSIGNMENT]

SCHEDULE A

PATENTS

| <u>Docket No.</u> | <u>Patent No.</u> | <u>Issue Date</u> |
|--------------------------|--------------------------|--------------------------|
| P3800 | 6477562 B2 | 11/05/2002 |
| P3801 | 6292888 B1 | 09/18/2001 |
| P3802 | 6389449 B1 | 05/14/2002 |

SCHEDULE A
(continued)

PATENT APPLICATIONS (Table 1 of 2)

| <u>Docket No.</u> | <u>Case Type</u> (US = US Pat. App.) (PCT = PCT Pat. App.) | <u>Application Number</u> | <u>Filing Date</u> | <u>Status</u> |
|-------------------|--|---------------------------|--------------------|---|
| P3800 | US | 09/216,017 | 12/16/1998 | Issued |
| P3801 | US | 09/240,012 | 1/27/1999 | Issued |
| P3802 | US | 09/273,810 | 3/22/1999 | Issued |
| P3803 | US | 09/312,302 | 5/14/1999 | Pending |
| P3806 | US | 09/629,805 | 07/31/2000 | Pending |
| P3807 | US | 09/586,115 | 06/02/2000 | Pending |
| P3808 | US | 09/737,375 | 12/14/2000 | Pending |
| P3809 | US | 09/616,385 | 07/14/2000 | Pending |
| P3810 | US | 09/595,776 | 06/16/2000 | Pending |
| P3813 | US | 09/592,106 | 06/12/2000 | Pending |
| P3814 | US | 09/602,279 | 06/23/2000 | Pending |
| P3815 | US | 09/608,750 | 06/30/2000 | Pending |
| P3816 | US | 09/706,154 | 11/03/2000 | Pending |
| P3817 | US | 09/706,157 | 11/03/2000 | Pending |
| P3819 | US | 09/826,693 | 04/04/2001 | Pending |
| P3824 | US | 09/881,934 | 06/14/2001 | Pending |
| P3825 | US | 09/881,628 | 06/13/2001 | Pending |
| P3826 | US | 09/900,393 | 07/05/2001 | Pending |
| P3827 | US | 09/924,755 | 08/07/2001 | Pending |
| P3828 | US | 09/927,129 | 08/10/2001 | Pending |
| P3829 | US | 09/933,934 | 08/20/2001 | Pending |
| P3830 | US | 09/954,290 | 09/11/2001 | Pending |
| P3837 | US | 60/297,107 | 06/07/2001 | Dropped |
| P3840 | US | 09/935,446 | 08/22/2001 | Pending |
| P3841 | US | 09/948,919 | 09/07/2001 | Pending |
| P3842 | US | 09/964,827 | 09/25/2001 | Pending |
| P3802D1 | US | 10/071,547 | 02/08/2002 | Pending |
| P3806 | US | 60/176,937 | 01/18/2000 | Expired (Priority app. for P3806) |
| P3807 | US | 60/180,998 | 02/08/2000 | Expired (Priority app. for P3807) |
| P3808 | US | 60/181,364 | 02/08/2000 | Expired (Priority app. for P3808) |

SCHEDULE A
(continued)

PATENT APPLICATIONS (Table 2 of 2)

| <u>Docket No.</u> | <u>Case Type</u> (US = US Pat. App.) (PCT = PCT Pat. App.) | <u>International Application Number</u> | <u>International Filing Date</u> | <u>Status</u> |
|-------------------|--|---|--------------------------------------|---------------|
| P3800PCT | PCT | PCT/US99/29645 | 12/13/1999 | Expired |
| P3801PCT | PCT | PCT/US99/29646 | 12/13/1999 | Expired |
| P3802PCT | PCT | PCT/US00/06615 | 03/14/2000 | Expired |
| P3803PCT | PCT | PCT/US00/06621 | 03/14/2000 | Expired |
| P3806PCT | PCT | PCT/US01/00413 | 01/03/2001 | Expired |
| P3807PCT | PCT | PCT/US01/00414 | 01/03/2001 | Expired |
| P3808PCT | PCT | PCT/US01/00587 | 01/08/2001 | Expired |
| P3809PCT | PCT | PCT/US01/21372 | 07/05/2001 | Pending |
| P3813PCT | PCT | PCT/US01/40900 | 06/07/2001 | Expired |
| P3819PCT | PCT | PCT/US02/06682 | 03/05/2002 | Pending |
| P3824PCT | PCT | PCT/US02/12474 | 04/18/2002 | Pending |
| P3825PCT | PCT | PCT/US02/12469 | 04/18/2002 | Pending |
| P3826PCT | PCT | PCT/US02/20316 | 06/25/2002 | Pending |
| P3841PCT | PCT | PCT/US02/26474 | 08/19/2002 | Pending |
| P3816PCT | PCT | PCT/US01/29800 | 09/21/2001 | Pending |