

06-26-2006

Form PTO-1595 (Rev. 08/01) OMB No. 0651-0027 (exp.)

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



103263782

FR SHEET -Y

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

6-23-06

1. Name of conveying party(ies):

Kevin J. Murphy, Jr. (5/30/2006) and John Amaral (5/30/2006)

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

2. Name and address of receiving party(ies)

Name: NETWORK ENGINES, INC.

Internal Address:

Street Address:

25 Dan Road

City: Canton

State: Massachusetts

Country: United States of America Zip: 02021-2817

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

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

Execution Date(s): in parentheses after inventor name

Assignment  Merger  Change of Name

Security Agreement  Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other

4. Application or patent number(s):

A. Patent Application No.(s) 11/337,165

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: David J. Powsner NUTTER MCLENNEN & FISH LLP

Internal Address: Atty. Dkt.: 102767-0043

Street Address: World Trade Center West 155 Seaport Boulevard

City: Boston

State: MA Zip: 02210-2604

Phone Number: (617) 439-2000

Fax Number: (617) 310-9717

Email Address:

6. Total number of applications and patents involved:

5

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 Expiration Date

b. Deposit Account Number Authorized User Name

9. Signature:

Handwritten signature of David J. Powsner

Signature

6/20/06 Date

David J. Powsner - 31,868 Name of Person Signing

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

0000129 11337165 40.00

Recordation Form Cover Sheet

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the U.S. Postal Service on the date shown below with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

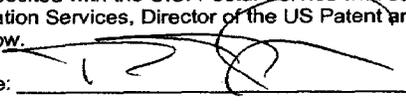
Dated: 6/20/06

Signature: (David J. Powsner)

6/23/2006 11:33:16 AM 40.00

**Assignment**

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: 6/20/06 Signature:  (David J. Powsner)

**ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, by Kevin J. Murphy, Jr., residing at 233 Raymond Road, Marlborough, Massachusetts 01752; and John Amaral, residing at 441 Burroughs Road, Boxborough, Massachusetts 01719;

**WHEREAS**, the aforesaid Kevin J. Murphy, and John Amaral (each individually referred to as an "Assignor"), have individually and/or jointly made inventions pertaining to certain new and useful improvements in High-Availability Network Appliances and Methods, set forth in a Patent application for Letters Patent of the United States, already filed on January 20, 2006 as U.S. Application No. 11/337,165; and

**WHEREAS**, NETWORK ENGINES, INC., a organized under and pursuant to the laws of Massachusetts having its principal place of business at 25 Dan Road, Canton, Massachusetts 02021-2817 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, each Assignors has sold, assigned, transferred and set over, and/or by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, his/her entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**Furthermore**, each Assignors hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent applications for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**Furthermore**, each Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**Furthermore**, each Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which 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:

NUTTER MCCLENNEN & FISH LLP

All practitioners at Customer Number 021125

William C. Geary III	31,359	Kevin M. Cronin	47,203	Reza Mollaaghbababa	43,810
Thomas J. Engellenner	28,711	Lisa J. Michaud	44,238	Barbara Gyure	34,614
David J. Powsner	31,868	Deborah A. Miller	53,328	George A. Xixis	38,664
Ronald E. Cahill	38,403	Charlton Shen	54,442	Michelle Z. Bielunis	57,477

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

*Kevin L. Murphy, Jr.*

Kevin L. Murphy, Jr.

Date: May 30<sup>th</sup>, 2006

On this 30<sup>th</sup> day of May, 2006 before me, the undersigned notary public, personally appeared Kevin J. Murphy, Jr. (name of document signer), proved to me through satisfactory evidence of identification, which were Mass license # S464010, 43 to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

(as partner for \_\_\_\_\_, a partnership)  
(as inventor for Network Engines Inc, a corporation)  
(as attorney in fact for \_\_\_\_\_, the principal)  
(as \_\_\_\_\_ for \_\_\_\_\_, (a)(the) \_\_\_\_\_ )

Diane L. Walsh (official signature and seal of notary)

*John M. Amaral*

John Amaral

Date: May 30<sup>th</sup>, 2006

On this 30<sup>th</sup> day of May, 2006 before me, the undersigned notary public, personally appeared John Amaral (name of document signer), proved to me through satisfactory evidence of identification, which were Mass license # S5088, 2751 to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

(as partner for \_\_\_\_\_, a partnership)  
(as FORMER EMPLOYEE for Network Engines Inc a corporation)  
(as attorney in fact for \_\_\_\_\_, the principal)  
(as \_\_\_\_\_ for \_\_\_\_\_, (a)(the) \_\_\_\_\_ )

Diane L. Walsh (official signature and seal of notary)