

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies)

Prayson Will Pate
Michael Joseph Poupard

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

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

Execution Date(s) 12/07/2001; 12/07/2001

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Overture Networks, Inc.

Internal Address: _____

Street Address: 507 Airport Blvd., Suite 111

City: Morrisville

State: NC

Country: USA Zip: 27560

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,741,603

Additional numbers attached? ☐ Yes ☒ No

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

Name: The Eclipse Group LLP

Internal Address: _____

Street Address: 10605 Balboa Blvd., Suite 300

City: Granada Hills

State: CA Zip: 91344

Phone Number: 919-313-6162

Fax Number: 919-313-6170

Email Address: kef@eclipsegrp.com

6. Total number of applications and patents involved: One**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 0440
Expiration Date 05/08

b. Deposit Account Number 50-2542

Authorized User Name The Eclipse Group

9. Signature:


Signature

Kevin E. Flynn

Name of Person Signing

October 10, 2006

Date

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

4

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

OP \$40.00 6741603

ASSIGNMENT OF CONTRIBUTION

WHEREAS, Prayson Will Pate, an individual residing at 8 Rose Bay Road, Durham, North Carolina 27713 and Michael Joseph Poupard, an individual residing at 450 Dreamcatcher Trail, Youngsville, North Carolina 27696 (hereinafter ASSIGNORS) contributed to the work leading to the one or more new and useful improvements described in a United States Provisional Patent Application Serial No. 60/304,062 filed on or about July 9, 2001 with the title:

USE OF A CIRCULAR BUFFER TO ASSURE IN-ORDER DELIVERY OF PACKETS

and whereas it is too early to rule out that ASSIGNORS' contributions may rise to the level of inventorship as the claims evolve during patent prosecution;

WHEREAS, Overture Networks, Inc. of First Flight Venture Center, Suite 137, 2 Davis Drive, Research Triangle Park, NC 27709, is desirous of memorializing the transfer of the entire right, title and interest therein;

NOW, THEREFORE, for \$5.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNORS by these presents hereby sell, assign, and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, the full, exclusive, non-revocable, and worldwide rights, if any, to the said improvements, including all letters patents which result directly or indirectly from the referenced provisional patent application, including patents arising under a non-provisional application, continuation, continuation in part, reissue, re-examination proceeding, or any other process granting legal rights within the United States or anywhere in the world, including all rights obtainable from said improvements, in the United States and all foreign countries, together with the right of priority for all member countries under: the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres including related rights such as utility model registration, inventor's certificates, defensive publications, and the like;

And, ASSIGNORS hereby authorize and request the Director of the United States Patent and Trademark Office, and any officials of foreign countries whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from the referenced application to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, and for the use and behalf of ASSIGNEE's successors, assigns, and legal representatives, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by ASSIGNORS had this assignment and sale not been made;

And, ASSIGNORS hereby agree to transfer a like interest upon request of said ASSIGNEE, ASSIGNEE's successors, assigns, and legal representatives, and without further remuneration, to any

improvements, and applications for patents based thereon, growing out of or related to the said improvements; and to execute any papers by ASSIGNEE, his successors, assigns, and legal representatives, deemed essential to ASSIGNEE's full protection and title in and to the improvements hereby transferred;

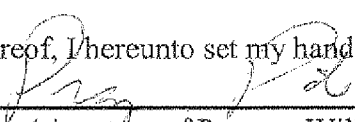
Agreeing, further, upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE;

And ASSIGNORS hereby further covenant and agree that ASSIGNORS has the full right to convey the entire interest herein assigned, and ASSIGNORS have not and will not execute any agreement in conflict herewith;

And ASSIGNORS hereby covenant and agree to communicate to ASSIGNEE any facts know to that ASSIGNORS respecting said improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to obtain and enforce proper patent protection for said improvements in all countries.

Assignor

In testimony whereof, I hereunto set my hand this 7th day of December 2001.

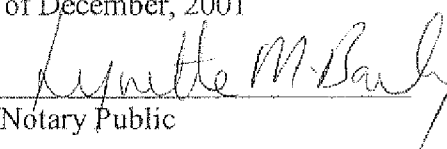

(signature of Prayson Will Pate (Assignor))

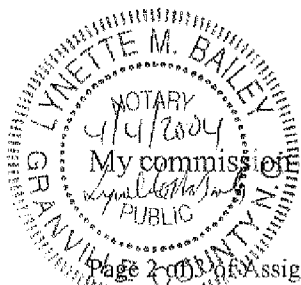
STATE OF NORTH CAROLINA

GRANVILLE COUNTY

I, Lynette M. Bailey Notary Public for Granville County, North Carolina, do hereby certify that Prayson Will Pate personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 7 day of December, 2001

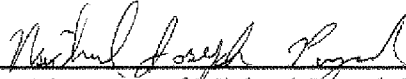

Notary Public



Page 2 of 3 of Assignment for U.S. Provisional Patent Application Serial No. 60/304,062 for
USE OF A CIRCULAR BUFFER TO ASSURE IN-ORDER DELIVERY OF PACKETS
Docket Number 0396-006; filed July 9, 2001

Assignor

In testimony whereof, I hereunto set my hand this 7 day of December, 2001.



(signature of Michael Joseph Poupard (Assignor))

STATE OF NORTH CAROLINA

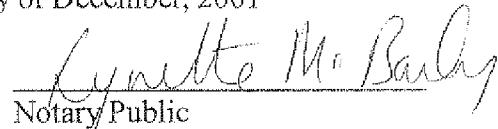
GRANVILLE COUNTY

I, Lynette M. Bailey, a Notary Public for Granville County, North Carolina, do hereby certify that Michael Joseph Poupard personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 7 day of December, 2001



FACI0396-006 Assignment.doc


Notary Public