

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT						
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT						
<b>CONVEYING PARTY DATA</b>							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Dennis Cox</td> <td>11/16/2006</td> </tr> <tr> <td>Michael Moriarty</td> <td>11/16/2006</td> </tr> </tbody> </table>		Name	Execution Date	Dennis Cox	11/16/2006	Michael Moriarty	11/16/2006
Name	Execution Date						
Dennis Cox	11/16/2006						
Michael Moriarty	11/16/2006						
<b>RECEIVING PARTY DATA</b>							
<b>Name:</b>	Breaking Point Systems, Inc.						
<b>Street Address:</b>	10535 Boyer Blvd.						
<b>Internal Address:</b>	Suite 300						
<b>City:</b>	Austin						
<b>State/Country:</b>	TEXAS						
<b>Postal Code:</b>	78758						
<b>PROPERTY NUMBERS Total: 1</b>							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11560710</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11560710		
Property Type	Number						
Application Number:	11560710						
<b>CORRESPONDENCE DATA</b>							
<b>Fax Number:</b>	(512)322-8383						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
<b>Phone:</b>	5123222601						
<b>Email:</b>	apatent@bakerbotts.com						
<b>Correspondent Name:</b>	Baker Botts L.L.P.						
<b>Address Line 1:</b>	Joseph P. Lally (077002.0103)						
<b>Address Line 2:</b>	98 San Jacinto Blvd.Ste.1500						
<b>Address Line 4:</b>	Austin, TEXAS 78701-4039						
<b>ATTORNEY DOCKET NUMBER:</b>	077002.0103						
<b>NAME OF SUBMITTER:</b>	Chris Ledel						

Total Attachments: 2  
 source=Assignment0103#page1.tif

**CH \$40.00 11560710**



## ASSIGNMENT AND AGREEMENT

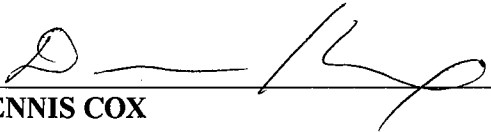
For good and valuable consideration, the receipt of which is hereby acknowledged, we, **DENNIS COX**, of Austin, Travis County, Texas, and **MICHAEL MORIARTY**, of Austin, Travis County, Texas, have sold, assigned and transferred, and do hereby sell, assign and transfer, unto **BreakingPoint Systems, Inc.**, a corporation of the State of Texas, having its principal office in Austin, Texas, United States of America, and its successors, assigns, and legal representatives, the entire right, title and interest for the United States of America in and to certain inventions relating to improvements in a **FOCUSED FUNCTION NETWORK PROCESSOR** (Docket No. 077002.0103), described, illustrated and claimed in an application for Letters Patent of the United States of America executed by us on the dates indicated by our signatures below, together with the entire right, title and interest in and to the application, and in and to Letters Patent which may be issued upon the application, and upon any division, extension, continuation or reissue thereof.

We hereby also sell, assign and transfer unto **BreakingPoint Systems, Inc.**, the entire right, title and interest in and to the invention and in and to applications for Letters Patent therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of the invention and the applications for Letters Patent in foreign countries, and we further authorize **BreakingPoint Systems, Inc.** to apply for Letters Patent in foreign countries directly in its own name, and to claim priority of the filing date of the application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

We hereby authorize and request the Commissioner of Patents of the United States of America to issue Letters Patent upon the aforesaid application, division, extension, continuation or reissue, to **BreakingPoint Systems, Inc.**, for the sole use and benefit of **BreakingPoint Systems, Inc.**, its successors, assigns and legal representatives, to the full end of the term for which Letters Patent may be granted, the same as they would have been held and enjoyed by us had this assignment not been made, and we hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to **BreakingPoint Systems, Inc.**

We agree that, when requested, we will, without charge to **BreakingPoint Systems, Inc.**, but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in **BreakingPoint Systems, Inc.**, its successors, assigns and legal representatives or nominees.

We covenant with **BreakingPoint Systems, Inc.**, its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

  
\_\_\_\_\_  
**DENNIS COX**

Date 11-16-2006

Signed at AUSTIN, TEXAS  
(City, State)

  
\_\_\_\_\_  
**MICHAEL MORIARTY**

Date 11-16-2006

Signed at Austin, TX  
(City, State)