

12-13-2006

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

1. Name of conveying party(ies)

MetaByte, Inc.

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

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

Execution Date(s) October 12, 2006

- ☒ 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: Metabyte Networks, Inc.

Internal Address: _____

Street Address: 16935 W. Bernardo Drive

Suite 100

City: San Diego

State: California

Country: U.S.A. Zip: 92127

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)

10/305,463, filed November 26, 2002

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kenneth L. Sherman, Esq.

Internal Address: Myers Dawes Andras & Sherman, LLP

Street Address: 19900 MacArthur Blvd., 11th Floor

City: Irvine

State: California Zip: 92612

Phone Number: (949) 223-9600

Fax Number: (949) 223-9610

Email Address: ksherman@mdaslaw.com

6. Total number of applications and patents involved: 1

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 01-1960

Authorized User Name Myers Dawes Andras & Sher

9. Signature:

Signature

December 6, 2006

Date

12/12/2006 DBYRNE 00000173 10305463
Kenneth L. Sherman (Reg. No. 33,783)

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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Physiotherapy Department & Department

Attorney Docket No. MET2.PAU.11

ASSIGNMENT

WHEREAS, METABYTE, INC., a corporation organized and existing under and by virtue of the laws of California, having an office at 39350 Civic Center Drive, Suite 200, Fremont, California 94538 U.S.A., is the owner of the entire right, title and interest in and to the following listed Letters Patent by previous assignment recorded in the United States Patent Office at Reel 9274, Frame 0067 on June 12, 1998 or otherwise;

U.S. Patent No. 6,614,987, issued September 2, 2003; and the following related United States and International Patent Applications and/or Patents:

U.S. Serial No. 10/999,379, filed June 14, 2002;

U.S. Serial No. 10/305,463, filed November 26, 2002;

International Publication No. WO 99/65237, published December 16, 1999;

Canadian Patent Application No. 2335025, filed June 1, 1999;

European Patent No. 1084573, issued August 20, 2003; and

European Patent Application No. 03009135.9, filed April 22, 2003.

WHEREAS, METABYTE NETWORKS, INC., a corporation organized and existing under and by virtue of the laws of Delaware, having an office at 16935 W. Bernardo Drive, Suite 100, San Diego, California 92127 U.S.A., is desirous of acquiring the entire right, title and interest in and to the invention(s) described and

PATENT
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claimed in said Letters Patents;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States and other valuable considerations, to me in hand paid, the receipt of and sufficiency whereof are hereby acknowledged, and said METABYTE, INC. has sold, assigned and transferred and does hereby sell, assign and transfer unto the said METABYTE NETWORKS, INC., its successors and assigns, its entire undivided right, title and interest in and to the said Letters Patent(s) and the invention(s) therein contained, including the right to sue for past infringement, to be held and enjoyed by the said METABYTE NETWORKS, INC., its successors and assigns the same as it would have been held and enjoyed by METABYTE, INC., if this assignment and sale had not been made.

METABYTE, INC., hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interest granted herein and that METABYTE, INC. will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and METABYTE, INC. binds itself and its heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to the said METABYTE NETWORKS, INC., its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by the said METABYTE NETWORKS, INC.,

its successors and assigns to file applications for improvements and inventions in any country where it may elect to file such applications, and that may be necessary to vest in the said METABYTE NETWORKS, INC., its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

AND, METABYTE, INC. further covenants and agrees, in consideration of the promises, that it, its executors and administrators will, at any time upon request, communicate to the said METABYTE NETWORKS, INC., its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to it or its successors and assigns, and that it will testify as to the same in any interference or other proceeding when requested to do so by the said METABYTE NETWORKS, INC., its successors and assigns.

The undersigned hereby grants the law firm of Myers Dawes Andras & Sherman, LLP and specially Kenneth L. Sherman, Esq. an irrevocable power of attorney to execute documents on its behalf as necessary to enact this agreement and 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 U.S. Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, METABYTE, INC., have hereunto set my hands and seal this 12th day of October 2006.

METABYTE, INC.,

By: Manu Mehta
Manu Mehta

Title: CEO

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