

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table><tr><th>Name</th><th>Execution Date</th></tr><tr><td>McDATA Services Corporation</td><td>03/22/2007</td></tr><tr><td>Inrange Technologies Corporation</td><td>03/22/2007</td></tr></table>	Name	Execution Date	McDATA Services Corporation	03/22/2007	Inrange Technologies Corporation	03/22/2007					
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McDATA Services Corporation	03/22/2007										
Inrange Technologies Corporation	03/22/2007										
RECEIVING PARTY DATA											
<table><tr><td>Name:</td><td>IntelliPath Corporation</td></tr><tr><td>Street Address:</td><td>100 Mt. Holly Bypass</td></tr><tr><td>City:</td><td>Lumberton</td></tr><tr><td>State/Country:</td><td>NEW JERSEY</td></tr><tr><td>Postal Code:</td><td>08088</td></tr></table>	Name:	IntelliPath Corporation	Street Address:	100 Mt. Holly Bypass	City:	Lumberton	State/Country:	NEW JERSEY	Postal Code:	08088	
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PROPERTY NUMBERS Total: 3											
<table><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>4878215</td></tr><tr><td>Patent Number:</td><td>4764939</td></tr><tr><td>Patent Number:</td><td>4734696</td></tr></table>	Property Type	Number	Patent Number:	4878215	Patent Number:	4764939	Patent Number:	4734696			
Property Type	Number										
Patent Number:	4878215										
Patent Number:	4764939										
Patent Number:	4734696										
CORRESPONDENCE DATA											
Fax Number: (720)377-0777 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
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ATTORNEY DOCKET NUMBER:	101-021										
NAME OF SUBMITTER:	Richard J. Holzer, Jr.										

CH \$120.00 4878215

Total Attachments: 7

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PATENT TRANSFER AND LICENSE AGREEMENT

This Patent Transfer and License Agreement (this "Agreement") is made and entered into and is effective as of March 22, 2007 (the "Effective Date"), and is by and among IntelliPath Corporation, a Delaware corporation ("Buyer"), McDATA Services Corporation, a Minnesota corporation ("MSC"), and Inrange Technologies Corporation, a Delaware corporation ("Inrange", and collectively with MSC, "Seller"). Buyer and Seller are referred to collectively herein as the "Parties."

WHEREAS, Seller is the owner of the patents listed on Exhibits A and B;

WHEREAS, Buyer desires to obtain an assignment of all of Seller's right, title and interest in the Assigned Patents (as hereinafter defined) as of the Closing Date pursuant to that certain Bill of Sale, Assignment and Assumption and Asset Transfer Agreement dated of even date herewith by and among Buyer and Seller (the "Asset Transfer Agreement");

WHEREAS, Seller is willing to assign all of its right, title, and interest in the Assigned Patents as of the Closing Date to Buyer and further desires to retain a non-exclusive license to the Assigned Patents to remain free and clear of any potential infringement of the Assigned Patents;

WHEREAS, Buyer desires to obtain an unlimited license to the patent listed in Exhibit B ("Licensed Patent") pursuant to the Asset Transfer Agreement;

WHEREAS, Seller is willing to grant to Buyer an unlimited license to use the Licensed Patent; and

WHEREAS, this Agreement is entered into in connection with the Asset Transfer Agreement.

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises and the mutual promises herein made, the Parties agree as follows.

1.0 DEFINITIONS.

The following terms shall have the respective meanings established for such terms in the following paragraphs of this section. Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Asset Transfer Agreement. The section headings are for convenience only and are not otherwise a part of the context of this Agreement.

The term "Assigned Patents" means all patent rights in and from those patents represented by or issuing from: (a) the United States patents and patent applications listed in Exhibit A; (b) any continuation, continuation-in-part, divisional, provisional, re-issue, reexamination, renewal or extension of the items set forth in subparagraph (a) above; and (c) any foreign counterparts and extensions of the items set forth in subparagraphs (a) or (b) above.

The term "Licensed Products" means products of the Product Line and products derived

therefrom which do not compete with products of Seller or its Affiliates.

2.0 ASSIGNMENT.

Subject to the provisions of this Agreement and the Asset Transfer Agreement, Seller assigns to Buyer all of Seller's right, title and interest in the Assigned Patents as of the Closing Date.

2.1 LICENSE BACK.

Subject to the provisions of this Agreement and the Asset Transfer Agreement, Buyer grants to Seller and its Affiliates a nonexclusive, worldwide, royalty-free, and sublicensable license to make, have made, use, import, offer for sale, and sell products under the Assigned Patents and to otherwise practice inventions covered by the Assigned Patents; provided, however, that such license shall not apply to any products made, had made, used, imported, offered for sale or sold by Seller to the extent that such products are directly competitive with the Matrix Products.

3.0 LICENSE.

Subject to the provisions of this Agreement and the Asset Transfer Agreement, Seller grants to Buyer and its Affiliates a non-exclusive, worldwide, royalty-free patent license to make, have made, use, import, offer for sale and sell Licensed Products under the Licensed Patent.

4.0 COMPETITIVE PRODUCTS.

With the exception of the Licensed Products, Buyer agrees not to make, have made, use, import, offer for sale, and sell products practicing, embodying or including inventions claimed in the Assigned Patents or the Licensed Patent.

5.0 INDEMNIFICATION.

Buyer, at its expense, shall comply with Section 5(b) of the Asset Purchase Agreement, cooperate with Seller in any defense and indemnify and save and hold Seller harmless from and against liabilities, claims, causes of action, suits, damages, including without limitation, suits of third parties, and expenses, including reasonable attorneys' fees and expenses, for which Seller becomes liable, or may incur or be compelled to pay by reason of Buyer's activities under or in breach of the terms of this Agreement or arising from litigation hereafter commenced by purchasers, consumers, or users of the inventions or designs covered by this Agreement, or any Assigned Patents, or of any product incorporating such inventions covered by any Assigned Patents.

5.1 INFRINGEMENT CLAIMS.

Buyer will not assert any patent or other infringement claims against Seller based upon the Assigned Patents or the Licensed Patent.

6.0 DISCLAIMER OF WARRANTIES.

EXCEPT AS SET FORTH IN THE ASSET TRANSFER AGREEMENT, THE ASSIGNED PATENTS, THE LICENSED PATENT AND THE LICENSED PRODUCTS, AND ANY OTHER TECHNOLOGY OTHERWISE AFFECTED BY OR RELATED TO THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

COMMERCIAL UTILITY OR NON-INFRINGEMENT.

7.0 LIMITATION OF LIABILITY.

EXCEPT AS SET FORTH IN THE ASSET TRANSFER AGREEMENT, SELLER WILL NOT BE LIABLE TO BUYER, ITS AFFILIATES, SUBLICENSEES, SUCCESSORS OR ASSIGNS, OR ANY THIRD PARTY WITH RESPECT TO ANY CLAIM ARISING FROM BUYER'S USE OF THE ASSIGNED PATENTS, THE LICENSED PATENT, OR ANY OTHER TECHNOLOGY LICENSED UNDER OR OTHERWISE AFFECTED BY OR RELATED TO THIS AGREEMENT; OR ARISING FROM THE DEVELOPMENT, TESTING, MANUFACTURE, USE OR SALE OF PRODUCTS; OR FOR LOST PROFITS, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

8.0 RELATIONSHIP OF THE PARTIES.

The relationship of Buyer to Seller is that of an independent contractor and neither Buyer nor its agents or employees shall be considered employees or agents of Seller. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between Seller and Buyer. Buyer shall not have the right to bind Seller to any obligations to third parties.

9.0 ASSIGNMENT.

This Agreement may be assigned by Seller but shall not be assignable or transferable by Buyer without the prior written consent of Seller (which consent shall not be unreasonably withheld), and any attempted assignment by Buyer without such prior written consent shall be void and shall constitute a breach of the obligations of Buyer hereunder; provided, however, that Seller may withhold its consent in its sole discretion for any such assignment or transfer to Cisco Systems, Inc. or its Affiliates prior to the Anniversary Date.

10.0 APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of choice of or conflicts of laws.

11.0 MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER.

This Agreement and the Asset Transfer Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all previous agreements, promises, representations, understandings, and negotiations, whether written or oral.

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties unless made in writing and duly signed by all of the Parties. A waiver by any Party of any of the terms or conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future.

12.0 COUNTERPARTS.

This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when all such counterparts have been signed by each of the Parties and delivered to the other Parties. Any signature delivered by facsimile shall

be binding to the same extent as an original signature page with regard to this Agreement or any amendments thereof.

13.0 SEVERABILITY.

If any provision of this Agreement or the application of any such provision to any Party or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the Effective Date.

SELLER:

BROCADE LEGAL

By: Richard Deranleau
Date: 3/22/17

McDATA SERVICES CORPORATION

Richard Deranleau

By: Richard Deranleau
Title: Chief Financial Officer

INRANGE TECHNOLOGIES
CORPORATION

Tyler Wall

By: Tyler Wall
Title: Vice President

BUYER:

INTELLIPATH CORPORATION

Peter Dougherty

By: Peter Dougherty
Title: CEO

Exhibit A – Assigned Patents

The following table contains a list of Assigned Patents subject to this Patent Transfer and License Agreement:

<u>Product</u>	<u>Title</u>	<u>Inventors</u>	<u>Appl. #</u>	<u>Filing Date</u>	<u>Patent #</u>	<u>Issue/Exp.</u>
Matrix Switch	Signal Switching System	Rogers, William P.	07/028,604	3/20/1987	4,878,215	10/31/1989 / 3/20/2007
Switch Cabling	Cable System for Digital information	Rogers, William P.	07/088,476	8/19/1987 Priority: 12/2/1985	4,764,939	8/16/1988 / 12/2/2005
Matrix Switch	System and Method for Transmitting Information	Rogers, William P.	06/803,812	12/2/1985	4,734,696	3/29/1988 / 12/2/2005

Exhibit B – Licensed Patent

The following table identifies the Licensed Patent subject to this Patent Transfer and License Agreement:

<u>Product</u>	<u>Title</u>	<u>Inventors</u>	<u>Appl. #</u>	<u>Filing Date</u>	<u>Patent #</u>	<u>Issue/Exp.</u>
2800	Cross-Midplane Switch Topology	Rogers, William P.	09/483,018	1/13/2000	6,816,486	11/9/2004 / 1/15/2022