

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Kenneth E. Virgile	03/29/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Starent Networks Corporation
<b>Street Address:</b>	30 International Place
<b>City:</b>	Tewksbury
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01876
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11649328
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<b>Total Attachments: 2</b>	
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ASSIGNMENT

WHEREAS, I, Kenneth E. Virgile, residing at 91 Hill Street, Lexington, MA 02421 (the "Assignor") is the inventor of certain new and useful invention and discovery, for which a patent application entitled "METHOD AND SYSTEM FOR INLINING SERVICES WITHIN A NETWORK ACCESS DEVICE" was filed with the United States Patent and Trademark Office on January 3, 2007 as U.S. Patent Application No. 11/649,328 (the "Application").

WHEREAS, Starent Networks Corporation, existing under the laws of the State of Delaware, having its principal office at 30 International Place, Tewksbury MA 01876, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assign to Assignee all of Assignor's right, title and interest in and to the Invention, all improvements therein, the Application and all priority rights arising therefrom, and any patents, and any applications and/or patents, and any reissues and extensions thereof, which issue in any country upon any patent applications which correspond with any of the following: the Application; any application that claims priority from the Application (including utility applications, divisionals, continuations, continuations-in-part, international applications or any foreign regional or national applications), or any application based in whole or in part on any of the foregoing.

Assignor agree that such Assignor and Assignor's heirs and legal representatives will, without further consideration, cooperate with Assignee in the prosecution of all of the above applications, execute, verify, acknowledge and deliver all such further papers, including applications for patents and for reissues and extensions therefor, and instruments of assignment and transfer thereof, and will communicate any facts known to Assignor relating to the inventions and discoveries, to obtain or maintain or enforce patents for the inventions and discoveries and improvements therein in any and all countries and to vest title thereto in Assignee. Assignor further agree that such Assignors will, without further compensation to Assignor during the term of such Assignor's employment by Assignee and thereafter for reasonable compensation as determined by Assignee, perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing declarations and affidavits and testifying as a witness, to obtain or maintain or enforce patents for the inventions and discoveries and improvements therein in any and all countries and to vest title thereto in Assignee.

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