

**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>	
<b>Name</b>	<b>Execution Date</b>
Internet Machines Corp.	04/18/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Topside Research, LLC
<b>Street Address:</b>	2941 Barret's Pointe Rd.
<b>City:</b>	Williamsburg
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23185
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11031853
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<b>ATTORNEY DOCKET NUMBER:</b>	T015-P07190US
<b>NAME OF SUBMITTER:</b>	Terry Rozelle
<b>Total Attachments: 4</b>	
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OP \$40.00 11031853

**ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Internet Machines Corp., a Delaware corporation, with an office at 3259 Windmist Avenue, Thousand Oaks, CA 91362, ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Topside Research, LLC, a Virginia limited liability company, with an office at 2941 Barret's Pointe Rd., Williamsburg, VA 23185 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference the Patents or are directly or indirectly incorporated by reference by the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Patents:

Patent Number	Grant Date	Title
7,046,660	5/16/2006	Switching apparatus for high speed channels using multiple parallel lower speed channels while maint

Applications:

Application Number	Application Date	Official or Informal Title
09/962,056	9/24/2001	Adaptive rate controlled router system and method
09/971,049	10/3/2001	Variable Length Switch Fabric
10/006,072	12/5/2001	Message ring in a switching network
10/033,328	11/2/2001	Multicasting method and switch
10/295,399	11/14/2002	System for reordering sequenced based packet segments in a switching network
10/374,147	2/25/2003	Flexible interface device
10/374,214	2/25/2003	Network processor having bypass capability
10/778,857	2/13/2004	Multicasting in a shared address space
10/993,277	11/18/2004	Switch with transparent and non-transparent ports
11/031,420	1/7/2005	A Switch for Bus Optimization
11/031,853	1/6/2005	Switching w/ Transparent and Non-Transparent Ports
11/381,521	5/3/2006	Parallel Channel Architecture
11/610,447	12/13/2006	Method for Reordering Sequenced Packets
11/610,451	12/13/2006	System For Reordering Sequenced Based Packets In A Switching Network
11/627,034	1/25/2007	Message Ring in a Switching Network

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

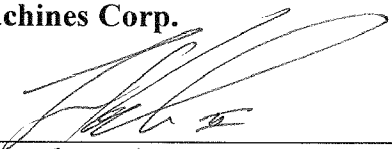
Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include using commercially reasonable efforts to provide, and obtain from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Westlake Village  
on April 18, 2007.

**ASSIGNOR**

**Internet Machines Corp.**

By:   
Name: Frank Kmetz II  
Title: CFO

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

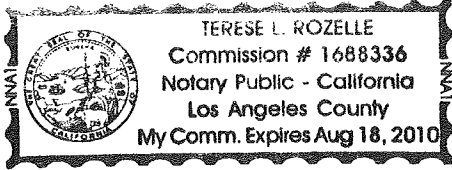
State of California

County of VENTURA

On 04-18-07 before me, TERESE L. ROZELLE  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared FRANK KAVETTEL  
Name(s) of Signer(s)

- personally known to me
- (or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/hër/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Terese L. Rozelle  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Assignment of Patent Rights

Document Date: none Number of Pages: 3

Signer(s) Other Than Named Above: none

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: FRANK KAVETTEL

- Individual
- Corporate Officer — Title(s): CFO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Signer's Name: n/a

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

