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FORM PTO-1595
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Stuart D. Cheshire

2. Name and address of receiving party(ies):

Name: Apple Inc.
Street Address: 1 Infinite Loop
City: State: Zip: Cupertino, CA 95014

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

Additional name(s) & address(es) attached?

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

[] Yes [X] No

Execution Date: 4 May 2007

11/805503

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 4 May 2007

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? [] Yes [] No

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

Name: Shun Yao
Park, Vaughan & Fleming LLP
2820 Fifth Street
Davis, CA 95618-7759

Attorney Docket No.: APL-P4767US1

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Shun Yao
Name of Person Signing

22 May 2007
Date

Total number of pages including cover sheet, attachments and document: [2]

#corporate power of attorney

Attorney Docket No. APL-P4767US1

Patent

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned do hereby sell, assign and transfer to: Apple Computer, Inc., a corporation of California, having a principal place of business at Cupertino, California ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any improvements which are disclosed in the application for the United States Letters Patent,

which has been executed by the undersigned concurrently herewith,

which was filed on _____ and assigned U.S. Serial No. _____

and is entitled:

TRANSMISSION CONTROL PROTOCOL QUEUE SORTING

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns and legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 4th May 2007 Name: Stuart D. Cheshire

Signature: S. D. Cheshire

Date: _____ Name: _____

Signature: _____

Date: _____ Name: _____

Signature: _____

Date: _____ Name: _____

Signature: _____

Date: _____ Name: _____

Signature: _____