U.S. PTO 11/811716 06/11/2007

06-25-2007



orm PTO-1595 (Rev. 08/05)	
MB No. 0651-0027 (exp. 6/30/2008)  RECORDATION FO	RM COVER SI 103418818
PATENT	INIII OOVER OI
To the Director of the U.S. Patent and Trademark Office: Pleas	
1. Name of conveying party(ies):	2. Name and address of receiving party(les)
Jim Donald BUTLER, Joe Chung-Ping TIEN and Daming JIN	Name: Emulex Design & Manufacturing Corporation
	Internal Address:
Additional name(s) of conveying party(ies) attached? Yes X No	Street Address:
3. Nature of conveyance/Execution Date(s):	
Execution Date(s): June 5, 2007	3333 Susan Street
X Assignment Merger Change of Name	
Security Agreement Joint Research Agreement	City: Costa Mesa
Government Interest Assignment	State: California
Executive Order 9424, Confirmatory License	Country: United States of America Zip: 92626
Other	Additional name(s) & address(es) Yes X No
	- attached?
Additional numbers attached	d? Yes X No
<ol> <li>Name and address to whom correspondence concerning document should be mailed:</li> </ol>	6. Total number of applications and patents involved:
Name: Glenn M. Kubota	
MORRISON & FOERSTER LLP	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
Internal Address: Atty. Dkt.: 491442023600 Street Address: 555 West Fifth Street	Authorized to be charged by credit card
Onest Manees 200 AACST LIIII Onest	X Authorized to be charged to deposit account
	Enclosed
	None required (government interest not affecting t
City: Los Angeles	8. Payment Information
State: CA Zip: 90013-1024	a. Credit Card Last 4 Numbers
Phone Number: (213) 892-5752	Expiration Date 03-1952
Fax Number: (213) 892-5454	b. Deposit Account Number 03-1952  Authorized User Name Glenn M. Kubota
Email Address: GKubota@mofo.com	
9, Signature:	June 11, 2007
Cy Ol Singalus	Date
Signature Glenn M. Kubota - 44,197	Total number of pages including cover 5
Name of Person Signing	sheet, attachments, and documents:

Express Mail Label No. EV809820319US

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la-923294

**PATENT REEL: 019476 FRAME: 0393** 

## ASSIGNMENT JOINT

THIS ASSIGNMENT, by Jim Donald BUTLER, Joe Chung-Ping TIEN, and Daming JIN (hereinafter referred to as the assignors), with a post office address of c/o Emulex Design & Manufacturing Corporation, 3333 Susan Street, Costa Mesa, California 92626, USA, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in AUTONOMOUS MAPPING OF PROTECTED DATA STREAMS TO FIBRE CHANNEL FRAMES, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; and

WHEREAS, EMULEX DESIGN & MANUFACTURING CORPORATION, a corporation duly organized under and pursuant to the laws of the State of Delaware, and having its principal place of business at 3333 Susan Street, Costa Mesa, California 92626, USA (hereinafter referred to as the assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to he held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

"We hereby a	uthorize and request the assig		son & Foerster LLP, to insert here in
parentheses (Applicat	ion number	, filed	) the application number and
filing date of said app	lication when known."		
6/5/07	Jn B	nt	
Date	Jim Donald BUTAER Assignor		•
	Assignor		
6/\$/07			
Date	Joe Chung-Ping TIEN		
	Assignor		
6/4/07	Def	Ŗ	
Date	Daming JIN		
	Assignor		

STATE OF CALIFORNIA
COUNTY OF DRANGE
On JUNE 5, 2007 before me, Wancy Marshall, Nota
personally appeared Jim Donald BUTLER, personally known to me, or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person acted, executed
the instrument.
WITNESS my hand and official seal.
NANCY MARSHALL Commission # 1663396 Notary Public - California Signature:   Orange County My Comm. Expires May 2, 2010
[Seal]
STATE OF <u>CALIFORNIA</u> ) COUNTY OF <u>ORANGE</u>
On June 5, 2007 before me, Nancy Marshall, Notory K
personally appeared Joe Chung-Ping TIEN, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and
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WITNESS my hand and official seal.  NANCY MARBIALL  Commission # 1663396  Notary Public - Cattornia Signature: Marcy March All  Orange County  My Comm. Expires May 2, 2010
[Seal]

STATE OF	CALIFORNIA	
COUNTY OF _	ORANGE	

WITNESS my hand and official seal.

NANCY MARBULL
Commission # 1663396
Notary Public - California
Orange County
My Comm. Expires May 2, 2010

Signature: Mancy marshall

[Seal]

## ASSIGNMENT JOINT

THIS ASSIGNMENT, by Jim Donald BUTLER, Joe Chung-Ping TIEN, and Daming JIN (hereinafter referred to as the assignors), with a post office address of c/o Emulex Design & Manufacturing Corporation, 3333 Susan Street, Costa Mesa, California 92626, USA, witnesseth:

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WHEREAS, EMULEX DESIGN & MANUFACTURING CORPORATION, a corporation duly organized under and pursuant to the laws of the State of Delaware, and having its principal place of business at 3333 Susan Street, Costa Mesa, California 92626, USA (hereinafter referred to as the assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to he held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

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AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

parentheses (Applicat		gnee's attorneys, Morri	son & Foerster LLP, to insert here in) the application number and
<u>6/5/07</u> Date	Jim Donald BUT ER Assignor	ut	
6/\$/07 Date	Joe Chung-Ping TIEN Assignor		······································
6/5/07 Date	Daming JIN Assignor	R	

STATE OF CALIFORNIA
COUNTY OF DRANGE
On JUNE 5, 2007 before me, Nancy Marshall, Nota
personally appeared Jim Donald BUTLER, personally known to me, or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person acted, executed
the instrument.
WITNESS my hand and official seal.
NANCY MARBOUL
Notary Public - California & Signature: <u>Manay Marshall</u> Orange County
Orange County My Comm. Expires May 2, 2010
[Seat]
STATE OF CALIFORNIA
COUNTY OF <u>ORANGE</u> )
COUNTY OF THE THE COUNTY OF TH
On June 5 2007 before me, Mancy Marshall, Notory 16
personally appeared Joe Chung-Ping TIEN, personally known to me, or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person acted, executed
the instrument.
WITNESS my hand and official seal.
HANSA WARRINT
Commission # 1663996 Notary Public - California Orange County Signature: <u>Manay Marshall</u>
Orange County My Comm. Expires May 2, 2010
[Seal]
[Scar]

COUNTY OF ORANGE

On Jines. 5, 2007 before me, Nancy Marshall, Notary for personally appeared Daming JIN, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NANCY MARSHALL
Commission # 1663396
Notary Public - California
Orange County
My Comm. Expires May 2, 2010

Signature: Mancy Marshall

[Seal]