

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Erez Webman</td><td>07/15/2007</td></tr><tr><td>Yoram Novick</td><td>06/22/2007</td></tr></tbody></table>	Name	Execution Date	Erez Webman	07/15/2007	Yoram Novick	06/22/2007	
Name	Execution Date						
Erez Webman	07/15/2007						
Yoram Novick	06/22/2007						
RECEIVING PARTY DATA							
Name:	Network Appliance, Inc.						
Street Address:	495 East Java Drive						
City:	Sunnyvale						
State/Country:	CALIFORNIA						
Postal Code:	94089						
PROPERTY NUMBERS Total: 1							
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11692659</td></tr></tbody></table>	Property Type	Number	Application Number:	11692659			
Property Type	Number						
Application Number:	11692659						
CORRESPONDENCE DATA							
Fax Number:	(617)951-3927						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	617-951-2500						
Email:	dhd@c-m.com, elaine@c-m.com						
Correspondent Name:	Duane H. Dreger						
Address Line 1:	88 Black Falcon Avenue						
Address Line 2:	Cesari and McKenna LLP						
Address Line 4:	Boston, MASSACHUSETTS 02110						
ATTORNEY DOCKET NUMBER:	112056-0405						
NAME OF SUBMITTER:	Duane H. Dreger						
Total Attachments: 9 source=2086747#page1.tif source=2086747#page2.tif							

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### ASSIGNMENT

Whereas We, Erez Webman, whose residence address is Petach-Tikva, Israel, and Yoram Novick, whose residence address is Cupertino, CA, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled ADVANCED CLOCK SYNCHRONIZATION TECHNIQUE, identified by Cesari and McKenna File No. 112056-0405, the specification of which was filed on March 28, 2007, and accorded Serial Number 11/692,659; and

Whereas Network Appliance, Inc., whose address is 495 East Java Drive, Sunnyvale, CA 94089, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful

affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

\_\_\_\_\_  
Date Erez Webman, Inventor

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally  
appeared Erez Webman,

☐ personally known to me  
☐ 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/her/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

\_\_\_\_\_  
Signature of Notary Public

[seal]

June 22, 2007  
Date

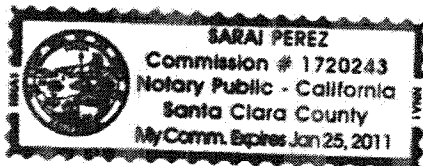
  
Yoram Novick, Inventor

State of \_\_\_\_\_ )  
County of Santa Clara ) ss.

On June 22, 2007, before me, Sarah Perez, Notary Public, personally  
appeared Yoram Novick,

☐ personally known to me  
☒ 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/her/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

  
Signature of Notary Public

[seal]

"A"

P01-3146

## ASSIGNMENT

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2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful



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In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.



AUTHENTICATION OF SIGNATURE

אימות חתימה

אני הח"מ, רן גל

I the undersigned Ran Gal

נוטריון ב- חיפה – ישראל

Notary at Haifa - Israel

מאשר כי ביום 15 ביולי 2007, ניצב במשרדי בחיפה

hereby certify that on July the 15th, 2007  
there appeared before me at my office

מר אריז ובמן, שזהותו הוכחה לי על ידי תעודת זהות  
מס' 023638679, שהוצאה ע"י משרד הפנים בפתח  
– תקוה, ישראל ביום 28 בפברואר, 2005

Mr. EREZ WEBMAN whose identity was  
proved to me by his Israeli i.d number  
023638679 Issued in The Israeli ministry of  
interior in petach tikva on the 28<sup>th</sup> of  
February 2005

וחתם מרצונו החופשי על המסמך המצורף והמסומן  
"א"

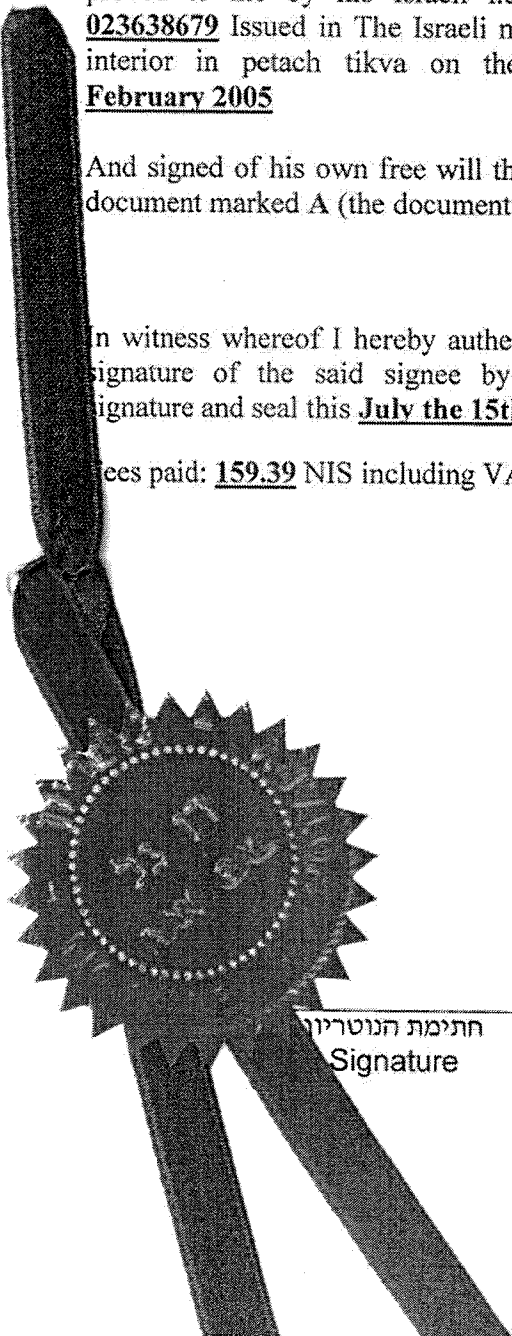
And signed of his own free will the attached  
document marked A (the document overleaf).

ולראיה הנני מאמת את חתימתו של מר אריז ובמן  
בחתימת ידי ובחותמי, היום 15/07/07.

שכרי בסך 159.39 ש"ח כולל מע"מ שולם.

In witness whereof I hereby authenticate the  
signature of the said signee by my own  
signature and seal this July the 15th, 2007.

fees paid: 159.39 NIS including VAT.



חתימת הנוטריון  
Signature



חותם הנוטריון  
Notary's Seal



July 15, 2007

Date

Erez Webman, Inventor

State of California )

)ss.

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally  
appeared Erez Webman,

- ☐ personally known to me  
☐ 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/her/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

\_\_\_\_\_  
 Signature of Notary Public

[seal]



\_\_\_\_\_  
Date Yoram Novick, Inventor

State of California )  
County of \_\_\_\_\_ )ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally  
appeared Yoram Novick,

- ☐ personally known to me  
☐ proved to me on the basis of satisfactory  
evidence

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or the entity upon behalf of which the  
person(s) acted, executed the instrument.

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Signature of Notary Public

[seal]