

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Dave Dennis McCrory		06/26/2007
John Edward Kellar		06/26/2007
RECEIVING PARTY DATA		
Name:	Inovawave, Inc.	
Street Address:	9015 Mountain Ridge Drive	
Internal Address:	Suite 140	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78759	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	11739460	
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ATTORNEY DOCKET NUMBER:	INOVAWAVE.000003	
NAME OF SUBMITTER:	Matthew W. Baca	
Total Attachments: 2 source=Assign-Inovawave-03#page1.tif source=Assign-Inovawave-03#page2.tif		

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**PATENT**

**500320217**

**REEL: 019602 FRAME: 0783**

**ASSIGNMENT**

WHEREAS, we, **DAVE DENNIS McCRORY** of Pflugerville, Travis County, Texas, and **JOHN EDWARD KELLAR**, of Austin, Travis County, Texas have invented certain improvements in

**ADAPTIVE, SCALABLE I/O REQUEST HANDLING ARCHITECTURE IN VIRTUALIZED  
COMPUTER SYSTEMS AND NETWORKS**

and filed a United States patent application therefor;

WHEREAS, **INOVAWAVE, INC.**, a Delaware Corporation, having offices at 9015 Mountain Ridge Drive, Suite 140, Austin, Texas 78759, (hereinafter called "InovaWave"), desires to acquire the entire right, title and interest in the said application and invention, and to any United States and foreign patents to be obtained therefor;

NOW, THEREFORE, for a valuable consideration, receipt whereof is hereby acknowledged, I, the above named, hereby sell, assign, and transfer to InovaWave, its successors and assigns, the entire right, title and interest in said application, the invention or inventions therein shown and described, and any improvements on said inventions or otherwise disclosed therein, heretofore or hereafter made, and any divisions, substitutes, renewals, reissues, counterparts or continuations of said application which have been or shall be filed in the United States of America and all foreign countries, and in any and all patents or proprietary rights to be granted upon any such application or applications or for the invention or inventions thereof, and any reissues, reexaminations, continuations or extensions of said patents, and all rights for past and future infringement related to any patents issued or to be issued thereon; and all rights of priority resulting from the filing of said application, and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application, and I hereby authorize and request the Commissioner of Patents or other issuing authority to issue any Letters Patent or equivalent rights granted upon the invention set forth in said application for the invention or inventions hereof to InovaWave, its successors and assigns; and I hereby agree that InovaWave may apply for foreign Letters Patent on said invention in its name;


And for said consideration, I hereby covenant and agree that I am the owner of the full title herein conveyed and that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by me, and I have the full right to convey the same, and agree that I will communicate to InovaWave any facts known to me respecting said invention or inventions, and testify in any legal proceedings when called upon by InovaWave, sign my name to all lawful papers deemed by InovaWave as expedient to vest in it the legal title herein sought to be conveyed or for the filing and prosecution of all applications and patents, United States and foreign, including any disclaimers related thereto, and otherwise to InovaWave, its successors and assigns, in obtaining full patent protection on said invention, inventions or improvements, and enforcing proper protection under said patents, but in every instance at InovaWave's reasonable expense.

I covenant and agree that the above is and will be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the undersigned.

IN TESTIMONY WHEREOF, I execute this Assignment on the 26 day of June, 2007.

  
Dave Dennis McCrory

IN TESTIMONY WHEREOF, I execute this Assignment on the 26 day of June, 2007.

  
John Edward Kellar