

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Joseph S. Powell	11/17/2000
RECEIVING PARTY DATA	
Name:	StoneFly Networks, Inc.
Street Address:	6260 Sequence Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10832740
CORRESPONDENCE DATA	
Fax Number:	(312)277-2397
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(858) 552-1311
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Correspondent Name:	Richard E. Wawrzyniak
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Address Line 2:	Suite 1600
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ATTORNEY DOCKET NUMBER:	81725/7545
NAME OF SUBMITTER:	Richard E. Wawrzyniak
Total Attachments: 3 source=81725_EMP_AGRMNT_POWELL#page1.tif source=81725_EMP_AGRMNT_POWELL#page2.tif source=81725_EMP_AGRMNT_POWELL#page3.tif	

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JOE POWELL

**STONEFLY NETWORKS EMPLOYEE
PROPRIETARY INFORMATION AND INVENTION AGREEMENT**

This Agreement Is Important. Please Read It Carefully Before Signing

In consideration of my employment by STONEFLY NETWORKS, INC., (Company) and in consideration of the compensation paid to me by Company, I agree to the following:

1. Relationship of Trust and Confidence

I recognize that Company is engaged in the development of network, data communications and data storage technologies and products. As an integral part of its business, I recognize that Company will continue to possess information that has been developed by, or otherwise become known to Company which has commercial value in the business in which Company is engaged. For example, but not for purposes of limitation, I understand that such proprietary information may include processes, formulas, algorithms, know-how, negative know-how, source and other computer codes, improvements, techniques, marketing plans, strategies, copyrightable material, mask works, inventions, customer lists, and other confidential information (hereafter "Proprietary Information").

I further recognize that my employment by Company establishes a relationship of trust and confidence by reason of my access to, and contact with Proprietary Information belonging or entrusted to Company. I agree to fulfill my obligations of trust and confidence under this relationship.

2. Non-Disclosure

I will not, during or any time after my employment with Company, use for my own benefit or the benefit of others, or disclose to any third party without Company's prior written consent, any proprietary Information of, nor any information of any third party obtained by me during my employment with Company which is treated by Company or such third party as confidential.

3. Ownership and Tangible Property

I understand and agree that all files, documents, data, and materials in tangible form, whether made by me or by any other person, relating to the business or activities of Company and containing any information whatsoever, whether or not confidential, are the sole and exclusive property of Company. Therefore, I agree to deliver the same, and all copies thereof, to Company upon termination of my employment.

4. Disclosure and Assignment of Rights

The term "New Developments" as used in this Section means any industrial or technical information or data, whether or not patentable, including, but not limited to, trade secrets, inventions, know-how and negative know-how, innovations, developments, improvements, products, apparatus or machine design, copyrightable material, mask works, source and other computer codes, compositions, formulae, processes, manufacturing methods and techniques.

I agree to disclose promptly and fully to Company all New Developments, and I hereby assign to Company, all of my rights to New Developments which, during the term of my

StoneFly Networks, Inc.

Proprietary Information and Invention Agreement

employment with Company, I have made, conceived or developed, or may hereafter make, conceive or develop, either solely or jointly with others, which satisfy any one of more of the following:

- (a) That are within the existing or contemplated scope of Company's business; or
- (b) That are within Company's actual or demonstrably anticipated research and development; or
- (c) That were developed with the use of Company's time, equipment, supplies, facilities or Proprietary Information; or
- (d) That are related to, or incorporated or utilized in, machines, processes, programs, devices or compositions of matter now made, used or sold by Company, or which Company may, during the period of my employment, make, use or sell.

I understand that, pursuant to California Labor Code Section 2870, the above paragraph does not apply to any New Development which was developed entirely on my own time and which does not fit within any of the four criteria listed in this paragraph. In the event that I reasonably and in good faith believe that any property may be excluded from assignment to Company as a result of the circumstances specified above, I will notify Company of such belief in writing. Such notice shall describe the property and state the issues and relevant facts upon which my belief is grounded.

As a matter of record, I have given below a complete list and description of all intellectual property that fits within the description of the business specified in paragraph 1 above which I now own and which are not to be included in this Agreement. (Attach additional sheets as required.)

Reserved Property (title and description) _____

During and after my employment, I will promptly execute, acknowledge and deliver all such further assignments and documents, including applications for Letters Patent, as may be reasonably necessary to obtain Letters Patent and/or to file a registration for copyright and/or mask works for the New Developments in the United States or in any country and/or to vest title thereto to Company, its successors, assigns and/or designees.

5. General Provisions

Company may notify other persons of the existence and provisions of this Agreement.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any of the other provisions of this Agreement.

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This Agreement is effective as of the date of my first employment with Company and supersedes all previous agreements with respect to the subject matter specifically contained herein, except applicable Government contracts. This Agreement contains the entire and only understanding between the parties regarding the subject matter specifically contained herein.

I UNDERSTAND THAT I HAVE THE RIGHT TO REVIEW THIS AGREEMENT WITH MY OWN ATTORNEY, BEFORE SIGNING.

Executed this 17th day of November, 2007.

Accepted and agreed to:

"Employee"

Joseph S. Powell
Employee Signature

Joseph S. Powell
Printed Name

Accepted and agreed to:

STONEFLY NETWORKS, INC.

By [Signature]

Title President / CEO