

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Resonate, Inc.	04/02/2004
RECEIVING PARTY DATA	
Name:	Dickens Coal LLC
Street Address:	171 Main Street, #271
City:	Los Altos
State/Country:	CALIFORNIA
Postal Code:	94022
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10900840
Application Number:	11515358
CORRESPONDENCE DATA	
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Total Attachments: 2	
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source=Signed ASN to DickensCoal (Resonate)#page2.tif	

OP \$80.00 10900840

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, **Resonate, Inc.** having offices at 385 Moffett Park Drive, Suite 205, Mountain View, California 94089, ("**Assignor**"), does hereby sell, assign, transfer and convey unto **Dickens Coal LLC**, a Delaware limited liability company, having an office at 171 Main Street, #271, Los Altos, California 94022 ("**Assignee**") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "**Patent Rights**");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
09/388,319	US	September 1, 1999	Atomic session-start operation combining clear-text and encrypted sessions to provide ID visibility to middleware such as load-balancers Juergen BRENDDEL Allowed - issue fee due June 19, 2004
09/540,863	US	March 31, 2000	Automatic selection of content-delivery provider using link mapping database Ken SCHROEDER; Christopher C. MARINO

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each

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respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Foster City, CA on

April 2, 2004.

ASSIGNOR

By: Peter R. Watkins

Name: Peter R. Watkins

Title: President, CEO

(Signature MUST be notarized)

Subscribed and sworn to before me this 2nd day of April, 2004.

Jose J. San Gabriel

