

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mercury Computer Systems GmbH	10/04/2007
RECEIVING PARTY DATA	
Name:	Mercury Computer Systems, Inc.
Street Address:	199 Riverneck Road
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11845511
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	102323-249
NAME OF SUBMITTER:	David J. Powsner
Total Attachments: 4 source=249Assignment#page1.tif source=249Assignment#page2.tif source=249Assignment#page3.tif source=249Assignment#page4.tif	

OP \$40.00 11845511

PATENT

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REEL: 020263 FRAME: 0541

ASSIGNMENT

THIS ASSIGNMENT, by Malte Westerhoff, residing at Leo-Baeck-Str. 70, 14165 Berlin, GERMANY; and Detlev Stalling, residing at Garystraße 20, 14195 Berlin, GERMANY;

WHEREAS, the aforesaid Malte Westerhoff; and Detlev Stalling; (each individually referred to as an "Assignors") have individually and/or jointly made inventions pertaining to certain new and useful improvements in FAST FILE SERVER METHODS AND SYSTEMS, set forth in a Patent application for Letters Patent of the United States, already filed on August 27, 2007 as U.S. Application No. 11/845,511; and

WHEREAS, Mercury Computer Systems GmbH, a corporate entity organized under and pursuant to the laws of Germany and having its principal place of business at Lepsiusstr. 70, 12163 Berlin, German (hereinafter referred to as Mercury GmbH) is desirous of codifying its acquisition from the Assignors of the entire right, title and interest in and to said Inventions and said Applications for Letters Patent, and in and to any Letters Patents to be obtained therefore and thereon; and

WHEREAS, Mercury Computer Systems, Inc., a corporation organized under and pursuant to the laws of Massachusetts having its principal place of business at 199 Riverneck Road, Chelmsford, Massachusetts 01824 (hereinafter referred to as Mercury Inc.), is desirous of acquiring from the Assignors and/or Mercury GmbH the entire right, title and interest in and to said Inventions and said Applications for Letters Patent, and in and to any Letters Patents to be obtained therefore and thereon.

NOW, THEREFORE, each Assignor does hereby confirm prior transfer of the Inventions to Mercury GmbH and/or, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Mercury GmbH, its successors, legal representatives and assigns, his/her entire right, title and interest in and to the above-mentioned Inventions and Applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said applications, and any and all Letters Patents in the United States and all foreign countries which may be granted therefore and thereon, and

reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Mercury GmbH for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had such transfer, sale, assignment and/or setting over not been made.

Furthermore, each Assignors hereby covenant and agree (i) to and with Mercury GmbH, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said Inventions, without charge to Mercury GmbH, its successors, legal representatives and assigns, whenever counsel of Mercury GmbH, or counsel of its successors, legal representatives and assigns, shall advise; (ii) that any proceeding in connection with said Inventions, or said Applications for Letters Patent, or any proceeding in connection with any Letters Patent or Applications for Letters Patent for said Inventions in any country, including but not limited to interference proceedings, is lawful and desirable; and (iii) that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

Furthermore, each Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee (or, as applicable, its successors, legal representatives and assigns), as assignee of said Inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

NUTTER MCCLENNEN & FISH LLP

All practitioners at Customer Number 021125

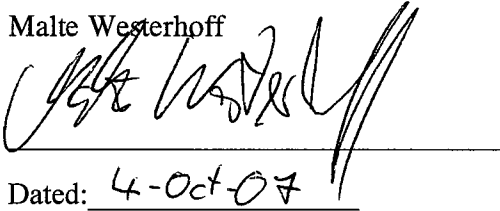
Furthermore, each Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Furthermore, Mercury GmbH, in turn, hereby sells, assigns, transfers and sets over unto Mercury Inc., its successors, legal representatives and assigns, its (Mercury GmbH's) entire right, title and interest in and to the above-mentioned Inventions and Applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said applications, and any and all Letters Patents in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Mercury Inc. for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Mercury GmbH had this sale, assignment, transfer and/or setting over not been made.

WHEREFORE, so agree the parties hereto, on behalf of themselves, their successors and assigns, as indicated by their signatures below:

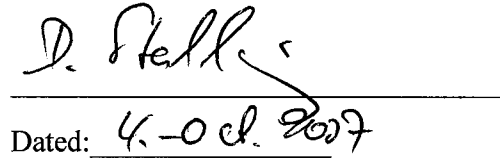
By the Assignors:

Malte Westerhoff



Dated: 4-Oct-07

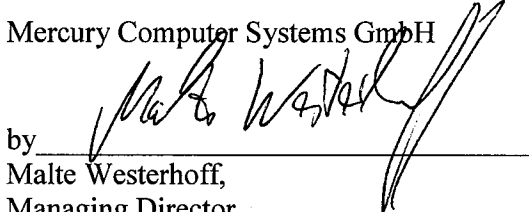
Detlev Stalling



Dated: 4-Oct-2007

By Mercury GmbH:

Mercury Computer Systems GmbH



by
Malte Westerhoff,
Managing Director

1669529.1

Dated: 4-Oct-07