# 00 11939541

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Dirk Ion Gates	01/15/2008
Kirk Matthews	01/15/2008
Kurt Sauter	01/15/2008

### **RECEIVING PARTY DATA**

Name:	Xirrus, Inc.	
Street Address:	310 North Westlake Blvd., Suite 200	
City:	Westlake Village	
State/Country:	CALIFORNIA	
Postal Code:	91362	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11939541

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: XI06001USU

NAME OF SUBMITTER: Jeffrey C. Wilk

Total Attachments: 2

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PATENT

REEL: 020426 FRAME: 0774

Atty. Docket: XI06001USU PATENT

# **CONFIRMATORY ASSIGNMENT**

This Confirmatory Assignment ("Assignment") shall be effective as of November 13, 2007 ("Effective Date") by and between:

DIRK ION GATES, residing at 955 Vista Ridge Lane, Westlake Village, CA 91362, USA; KIRK MATHEWS, residing at 5933 Annie Oakley Rd., Hidden Hills, CA 91302, USA; and KURT SAUTER, residing at 1516 El Dorado Drive, Thousand Oaks, CA 91362; collectively referred to as "ASSIGNORS"; and

XIRRUS, INC., a corporation of the State of Delaware, having a principal place of business at 310 North Westlake Blvd., Suite 200, Westlake Village, CA 91362, USA ("XIRRUS").

## 1.0 Background

- 1.1 ASSIGNORS, through their employment with XIRRUS, as either employees or contractors, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of U.S. Non-Provisional Patent Application titled: "SYSTEM AND METHOD FOR REDUCING MULTI-MODULATION RADIO TRANSMIT RANGE" Serial No. 11/939,541, filed November 13, 2007, which claims priority under Section 119(e) to the U.S. Provisional Application Serial No. 60/858,142 titled "SYSTEM AND METHOD FOR REDUCING MULTI-MODULATION RADIO TRANSMITE RANGE" filed November 10, 2006. The subject matter of this patent application shall be referred to as the "Invention."
- 1.2 XIRRUS, as employer of ASSIGNORS, owns all right, title and interest, in and to the Invention. ASSIGNORS, as consideration for their employment with XIRRUS, agreed to execute all the necessary documents in order to perfect and confirm XIRRUS' ownership in any inventions created or developed by ASSIGNORS during their employment with XIRRUS.
- 1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNORS are executing their Assignment in order to confirm XIRRUS' ownership to and formally transfer to XIRRUS all right, title and interest in and to, the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

# 2.0 Assignment

2.1 ASSIGNORS sell, assign and transfer to XIRRUS, effective as of the Effective Date first set forth above, the full and exclusive right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States, including any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted.

Serial No. 11/939,541

PATENT REEL: 020426 FRAME: 07,75,91/10

- 2.2 ASSIGNORS also assign all of their right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent in any foreign country and the right to all current and further applications for patents for the Invention, including the right to claim International Convention priority.
- 2.3 ASSIGNORS further transfer and assign to XIRRUS all causes of action, rights, and remedies arising under any such patent or application prior to or after the Effective Date of their Agreement.
- 2.4 ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with their assignment and sale.
- 2.5 ASSIGNORS further covenant that, upon XIRRUS' request, ASSIGNORS will promptly provide XIRRUS with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNORS and ASSIGNORS will testify as to the same in any interference or litigation related to the Invention or any patent or patent application related thereto and will promptly execute and deliver to XIRRUS or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent application relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of their Assignment shall inure to the benefit of XIRRUS, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS, their heirs, legal representatives and assignees.

	Deldy.
Date	Dirk Ion Gates
1-15-08	2/17/1/
Date	Kirk Mathews
1.15 - 2008 Date	Kur Sauter
	Thur Culling