

A: SIDNEY JOHNSTON COMPANY:88 BLACK FALCON AVENUE

Re: 5/15/08

05-19-2008

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Spinnaker Networks, Inc.	05/08/2008
RECEIVING PARTY DATA	
Name:	NetApp, Inc.
Street Address:	495 East Java Drive
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6868417
CORRESPONDENCE DATA	
Fax Number:	(617)951-3927
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-951-2500
Email:	kristin@c-m.com
Correspondent Name:	A. Sidney Johnston
Address Line 1:	88 Black Falcon Avenue
Address Line 2:	Cesari and McKenna, LLP
Address Line 4:	Boston, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	112056-0516
NAME OF SUBMITTER:	A. Sidney Johnston
Total Attachments: 3 source=0516_SignedAssign#page1.tif source=0516_SignedAssign#page2.tif source=0516_SignedAssign#page3.tif	

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ASSIGNMENT

Whereas, Spinnaker Networks, Inc., a Delaware Corporation, whose principal address is ~~326 Olde Chapel Trail, Pittsburgh, Pennsylvania 15238~~ is the owner of the entire right, title and interest in United States Patent Application Serial No. 09/740,160, filed December 18, 2000, entitled MECHANISM FOR HANDLING FILE LEVEL AND BLOCK LEVEL REMOTE FILE ACCESSES USING THE SAME SERVER, now issued as United States Letters Patent No. 6,868,417, on March 15, 2005; and

Whereas NetApp, Inc., whose address is 495 East Java Drive, Sunnyvale, CA 94089, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them; all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful

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affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

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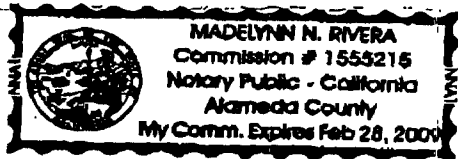
5/8/08
Date
Spinnaker Networks, Inc.
by Andrew Kryder Secretary

State of California)
County of Santa Clara) ss.

On May 8 2008, before me, Madelynn N Rivera personally
appeared Andrew Kryder

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and
acknowledged to me that he/~~she/they~~
executed the same in his/~~her/their~~ authorized
capacity(ies), and that by his/~~her/their~~
signature(s) on the instrument the person(s),
or the entity upon behalf of which the
person(s) acted, executed the instrument.



WITNESS my hand and official seal

Madelynn N Rivera
Signature of Notary Public

[seal]