

05-27-2008

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To the Director of the U.S. Patents and T

ments or the new address(es) below.

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1. Name of conveying party(ies):

Nitin Jain  
Lee Chen  
Earl Ferguson  
Min Zhu

Additional name of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Foundry Networks, Inc.

Internal Address:

Street Address: 4980 Great America Parkway

City: Santa Clara

State: CA

Country: United States Zip: 95054

Additional Name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Execution Date(s) 1/10/02, 1/10/02, 1/16/02 and 1/10/02

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

4. Application number(s) or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: David B. Ritchie

Internal Address: Thelen Reid Brown Raysman & Steiner  
LLP

Street Address: P. O. Box 640640

City: San Jose

State: CA Zip: 95164-0640

Phone Number: 408-292-5800

Fax Number: 408-287-8040

Email Address: dritchie@thelen.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 0000041561698 12152617  
05/23/2008 DEBYNE Expiration Date

b. Deposit Account Number 01 FC:0021 40.00 DA 50-1698

Authorized User Name David B. Ritchie

9. Signature:

Signature

John P. Schaub, Reg. No. 42,125

Name of Person Signing

May 14, 2008

Date

Total number of pages including cover sheet, attachments, and documents

3

## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): 1)Nitin Jain, 2)Lee Chen, 2)Earl Ferguson, and 4)Min Zhu, the undersigned inventor(s) hereby sell(s) and assign(s) to Foundry Networks, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

*check applicable box(es)*  for the United States of America (as defined in 35 U.S.C. § 100),  
 and throughout the world,

(a) in the invention(s) known as Method and System for Intelligently Forwarding Multicast Packets (Atty. Docket No. 1988.0110000) for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 1) 1/10/2002, 2) 1/10/2002, 3) 1/16/02 and 4) 1/10/2002 (also known as United States Application No. 09/982,106, filed October 19, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millionig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that 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.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: 1/10/2002 Signature of Inventor: Nitin Jain  
Nitin Jain

Date: 1/10/2002 Signature of Inventor: Lee Chen  
Lee Chen

Date: 1/16/2002 Signature of Inventor: Earl Ferguson  
Earl Ferguson

Date: 1/10/2002 Signature of Inventor: Min Zhu  
Min Zhu