

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Shubhashri Panicker	07/02/2008
Anton W Knaus	07/02/2008
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
Application Number:	12112902
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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Correspondent Name:	Gregory Suh
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Address Line 2:	SUITE 480
Address Line 4:	SAN JOSE, CALIFORNIA 95113
ATTORNEY DOCKET NUMBER:	NTAP.P0015
NAME OF SUBMITTER:	Gregory Suh

OP \$40.00 12112902

Total Attachments: 3
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ASSIGNMENT

Whereas We, Shubhashri Panioker, whose residence address is Cranberry Twp, PA, and Anton W. Knaus, whose residence address is Peters Township, PA, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled AUTOMATED MONITORING AND REPORTING OF HEALTHISSUES FOR A VIRTUAL SERVER, which was filed on 4/30/2008 as United States Application Number 12/112,902 (and identified by NetApp, Inc. File No. P01-3685), the specification of which application was executed by us herewith; 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 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.

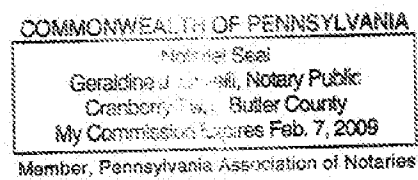
JULY 2 12 008 *Shubhashri*
Date Shubhashri Panicker, Inventor

State of Pennsylvania)
County of Butler) ss.

On this 2 day of July, 2008, before me appeared Shubhashri Panicker, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Geraldine J. ...
Notary Public

[seal]



2 July 2008 *Anton W. Knaus*
Date Anton W. Knaus, Inventor

State of Pennsylvania)
County of Butler) ss.

On this 2 day of July, 2008, before me appeared Anton W. Knaus, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Geraldine J. Covelli
Notary Public

[seal]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Geraldine J. Covelli, Notary Public
Cranberry Twp., Butler County
My Commission Expires Feb. 7, 2009
Member, Pennsylvania Association of Notaries