Form PTO-1595 (Rev. 08/05) OMB No. 0651-0027 (gxp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCI United States Patent and Trademark Offic		
RECORDATION FOR	M COVER SHEET		
PATENTS	ONLY		
To the Director of the U.S. Patent and Trademark Office: Please	record the attached documents or the new address(es) below.		
Name of conveying party(ies):	2. Name and address of receiving party(ies)		
EMULEX CORPORATION	EMULEX DESIGN & MANUFACTURING Name: CORPORATION		
	Name: <u>CORPORATION</u>		
	Internal Address:		
Additional name(s) of conveying party(ies) attached?	Street Address:		
3. Nature of conveyance/Execution Date(s):			
Execution Date(s): July 7, 2008	3333 Susan Street		
X Assignment Merger Change of Name			
Security Agreement Joint Research Agreement	City: Costa Mesa		
Government Interest Assignment	State: California		
Executive Order 9424, Confirmatory License	Country: United States of America Zip: 92626		
Other	Additional name(s) & address(es) Yes X No		
A. Patent Application No.(s) PCT/US2005/003496 11/353,598 11/433,726 10/569,322 Additional numbers attached? 5. Name and address to whom correspondence concerning document should be mailed: Name: Glenn M. Kubota MORRISON & FOERSTER LLP Internal Address: Atty. Dkt.: 491442029700 and 491442029800 Street Address: 555 West Fifth Street	B. Patent No.(s) Yes X No 6. Total number of applications and patents involved: 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00 Authorized to be charged by credit card X Authorized to be charged to deposit account Enclosed None required (government interest not affecting title)		
er. Lan Aasalan			
City: Los Angeles State: CA Zip: 90013-1024	8. Payment Information a. Credit Card Last 4 Numbers		
Phone Number: (213) 892-5752	Expiration Date		
Fax Number: (213) 892-5454	b. Deposit Account Number 03-1952		
Email Address: GKubota@mofo.com	Authorized User Namo Glenn M. Kubota		
9. Signature:			
Signature	July 23, 2008		
Glenn M. Kubota - 44,197	Total number of pages including cover sheet, attachments, and documents;		
Name of Person Signing	and a second sec		
I heroby cortify that this paper is being transmitted by facsimile to the Peter shown below.	nt and Trademark Office, facsimile no. (571) 273-0140, on the date		
	(Elizabeth B. Lávallço)		
<u> </u>			

la-987232

PATENT REEL: 021283 FRAME: 0732

700379071

ASSIGNMENT

THIS ASSIGNMENT, by **EMULEX CORPORATION** (hereinafter referred to as the assignor), with offices at 3333 Susan Street, Costa Mesa, California 92626, US, is the sole and exclusive owner, by assignment, of the United States and foreign patent Applications and the inventions described below:

International Patent Application No.; PCT/US2005/003496 filed February 4, 2005;

- U. S. Patent Application No. 11/353,698 filed February 14, 2006;
- U.S. Patent Application No. 11/433,728 filed May 11, 2006; and
- U.S. Patent Application No. 10/569,322 filed February 17, 2006;

and

WHEREAS, EMULEX DESIGN & MANUFACTURING CORPORATION, a corporation duly organized under and pursuant to the laws of the State of Delaware, and having its principal place of business at 3333 Susan Street, Costa Mesa, California 92626, US (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all

Attorney Docket No.: 491442007300

la-984398

PATENT REEL: 021283 FRAME: 0733 lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

ASSIGNOR: Emulex Corporation

By:

Name:

Title:

Date:

ASSIGNEE: Emulex Design & Manufacturing Corporation

By:

Name:

Rockenbach

Title:

& Chief Financial Officer

Date:

REEL: 021283 FRAME: 0734

STATE OF CALIFORNIA)	
COUNTY OF ORANGE) ss	i.
On July 7 , 2008, before me, the unappeared James McCluney	ndersigned notary public in and for said County and State, personally
personally	known to me <i>or</i>
<u>x</u> proved to	me on the basis of satisfactory evidence
to be the person(s) whose name(s)is me thathe executed the sarhis signature(s) on the instrument acted executed the instrument.	subscribed to the within instrument and acknowledged to the in his authorized capacity(ies) and that, by at, the person(s) or the entity(ies) upon behalf of which the person(s)
I certify under PENALTY OF PERJURY under true and correct.	the laws of the State of California that the foregoing paragraph is
WITNESS my hand and official seal.	
NANCY MARSHALL Communition = 1663395 Notary Public - California Orange County My Comm. Expires May 2, 2010	<u>My commission expires on</u> May 2, 2010

STATE OF CALIFORMA)		
COUNTY OF ORANGE) ss.)		
On July 7 , 2008, befor appeared Micha	e me, the undersigne el J. Rockenba	ed notary public in and ach	for said County and State, personally
	personally known t	o me <i>or</i>	
<u>x</u>	proved to me on th	e basis of satisfactory	evidence
1110 mar 6X401	uted inc same in	HIS	ithin instrument and acknowledged to authorized capacity(les) and that, by upon behalf of which the person(s)
I certify under PENALTY OF PERJURAL and correct.	JRY under the laws	of the State of Califor	nia that the foregoing paragraph is
W ITNESS my hand and official seal.			
NANCY MARS Commission # 1 Notary Public - Co Orange Cot My Comm. Expires N	663398 alifornia E unty	<u>Mucommissio</u> My commissio May 2, 20	_

MORRISON

FOERSTER

555 WEST FIFTH STREET LOS ANGELES CALIFORNIA 90013-1024

TELEPHONE: 213.892.5200 FACSIMILE: 213.892.5454

WWW.MOFO.COM

MORRISON & FORRSTER LLP

NEW YORK, SAN FRANCISCO, LOS ANGELES, PALO ALTO, SAN DIEGO, WASHINGTON, D.C.

DUNYER, NORTHERN VIRGINIA, ORANGE COUNTY, SACRAMENTO, WALNUT CRUEE, GENTURY CITY

TOKYO, LONDON, BEIJING, SHANGHAI, HONG KONG, SINGAPORE, BRUSSBLS

To:

NAME:	FACSIMILE:	TELEPHONE:
USPTO/PTAS-FAX	(571) 273-0140	(571) 272-3350
USPTO/Assignment Division		

FROM:

Elizabeth B, Lavallee

DATE:

July 23, 2008

		RE:
Number of pages	6	
with cover page:	<u></u>	Our Ref.: 49144-2029700

Preparer of this slip has confirmed that facsimile number given is correct: 14088/ebl1

CAUTION - CONFIDENTIAL

This facsimile contains confidential information which may also be privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute it. If you have received it in error, please advise Morrison & Foerster LLP immediately by telephone or facsimile and return it promptly by mail.

Comments:

\mathbf{P}	966	COD	atta	cha	м
110	-430	300	atta	чи	-u.

F YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL ELIZABETH B. LAVALLEE AT 213 892 5214 AS SOON AS POSSIBLE.

LA-970625

RECORDED: 07/23/2008

PATENT

REEL: 021283 FRAME: 0737