

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David Joyner	06/27/2008
RECEIVING PARTY DATA	
Name:	Spirent Communications, Inc.
Street Address:	1325 Borregas Avenue
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12130854
CORRESPONDENCE DATA	
Fax Number:	(650)712-0263
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650 712-0340
Email:	ajonsson@hmbay.com
Correspondent Name:	Kenta Suzue
Address Line 1:	Haynes Beffel & Wolfeld LLP
Address Line 2:	PO Box 366
Address Line 4:	Half Moon Bay, CALIFORNIA 94019
ATTORNEY DOCKET NUMBER:	SPIR 1009-1
NAME OF SUBMITTER:	Kenta Suzue
Total Attachments: 3	
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**SOLE TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

- (1) David Joyner
900 Main Campus Drive
Raleigh, North Carolina

hereinafter termed "Inventor", has invented certain new and useful improvements in

METHOD AND APPARATUS FOR EMULATING NETWORK DEVICES

and

[X] has filed a non-provisional application for a United States patent disclosing and identifying the above invention on **30 May 2008** as Application No. **12/130,854**,

[] are filing a non-provisional application herewith, and

[X] has executed an oath or declaration of inventorship for such non-provisional application on:

(1) the 27th day of June, 2008;

(hereinafter termed "application"); and

WHEREAS, **Spirent Communications, Inc., a corporation of Delaware, having a place of business at 1325 Borregas Avenue, Sunnyvale, CA 94089** (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said applications and said invention; (b) in and to all rights to apply for foreign patents (including patent, utility model and industrial design) on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise, including the right to claim priority from the applications; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extension of any of said patents.

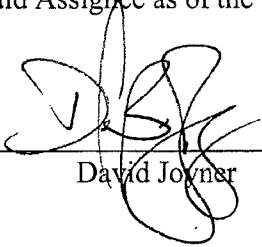
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said application; (c) for filing and prosecuting substitute, divisional, continuing or additional application covering said invention; (d) for filing and prosecuting application for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any application therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, the Inventors' respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor hereby authorizes any of the following attorneys: Mark A. Haynes, Ernest J. Beffel, Jr., Warren S. Wolfeld, James F. Hann, Bill Kennedy, Kenta Suzue, to (a) insert the date of execution of the oath or declaration of inventorship, and (b) insert the application number and filing date of this application when known.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the date written below.



David Joyner

Date: 6/27/08