

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
 Kirk Mathews; Dirk Gates; and Michael B. Rydalch

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

2. Name and address of receiving party(ies)
 Name: Xirus, Inc.
 Internal Address: _____
 Street Address: 454 North 1600 East
 City: Saint Anthony
 State: Idaho
 Country: US Zip: 83445

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

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) 06/18/2008; 06/18/2008; 06/18/2008

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
12/141,479

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Enrique Perez
 Internal Address: _____
 Street Address: The Eclipse Group LLP
10605 Balboa Blvd., Suite 300
 City: Granada Hills
 State: CA Zip: 91344
 Phone Number: (847) 282-3552
 Fax Number: (818) 332-4205
 Email Address: ihh@eclipsegrp.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 0465
 Expiration Date 05/2010

b. Deposit Account Number 50-2542

Authorized User Name Enrique Perez

9. Signature:  _____ 9/3/08
 Signature Date

Enrique Perez
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 12141479

Atty. Docket: X107001USU

PATENT

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment ("Assignment") shall be effective as of June 18, 2008 ("Effective Date") by and between:

KIRK MATTHEWS, residing at 4372 Park Vicente, Calabasas, CA 91302, U.S.A.;

DIRK GATES, residing at 955 Vista Ridge Lane, Westlake Village, CA 91362, U.S.A.;

and

MICHAEL B. RYDALCH, residing at 454 North 1600 East, Saint Anthony, Idaho 83445, U.S.A.; referred to as "ASSIGNORS"; and

XIRRUS, INC., a corporation of the State of Delaware, having a principal place of business at 310 North Westlake Blvd., Suite 200, Westlake Village, CA 91362, USA ("XIRRUS").

1.0 Background

1.1 ASSIGNORS, through their employment with XIRRUS, as either employees or contractors, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of U.S. Non-Provisional Patent Application titled: "NODE FAULT IDENTIFICATION IN WIRELESS LAN ACCESS POINTS", which claims priority under Section 119(e) to the U.S. Provisional Application Serial No. 60/944,640 titled "NODE FAULT IDENTIFICATION IN WIRELESS LAN ACCESS POINTS" filed June 18, 2007. The subject matter of this patent application shall be referred to as the "Invention."

1.2 XIRRUS, as employer of ASSIGNORS, owns all right, title and interest, in and to the Invention. ASSIGNORS, as consideration for their employment with XIRRUS, agreed to execute all the necessary documents in order to perfect and confirm XIRRUS' ownership in any inventions created or developed by ASSIGNORS during their employment with XIRRUS.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNORS are executing this Assignment in order to confirm XIRRUS' ownership to and formally transfer to XIRRUS all right, title and interest in and to, the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

2.0 Assignment

2.1 ASSIGNORS sell, assign and transfer to XIRRUS, effective as of the Effective Date first set forth above, the full and exclusive right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States, including any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted.

2.2 ASSIGNORS also assign all of their right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent in any foreign country and the right to all current and further applications for patents for the invention, including the right to claim International Convention priority.


2.3 ASSIGNORS further transfer and assign to XIRRUS all causes of action, rights, and remedies arising under any such patent or application prior to or after the Effective Date of their Agreement.

2.4 ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with their assignment and sale.

2.5 ASSIGNORS further covenant that, upon XIRRUS' request, ASSIGNORS will promptly provide XIRRUS with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNORS and ASSIGNORS will testify as to the same in any interference or litigation related to the Invention or any patent or patent application related thereto and will promptly execute and deliver to XIRRUS or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent application relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of XIRRUS, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS, their heirs, legal representatives and assignees.


6-18-8
Date


Kirk Matthews

6/18/08
Date


Dirk Gates

6/18/2008
Date


Michael B. Rydatch