

PATENT ASSIGNMENT

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 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | |
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| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Giovanni COGLITORE</td> <td>10/12/2000</td> </tr> <tr> <td>Nikolai GALLO</td> <td>10/12/2000</td> </tr> <tr> <td>Jack RANDALL</td> <td>10/12/2000</td> </tr> </tbody> </table> | | Name | Execution Date | Giovanni COGLITORE | 10/12/2000 | Nikolai GALLO | 10/12/2000 | Jack RANDALL | 10/12/2000 |
| Name | Execution Date | | | | | | | | |
| Giovanni COGLITORE | 10/12/2000 | | | | | | | | |
| Nikolai GALLO | 10/12/2000 | | | | | | | | |
| Jack RANDALL | 10/12/2000 | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | |
| Name: | Rackable Systems, LLC | | | | | | | | |
| Street Address: | 2381 Zanker Road | | | | | | | | |
| Internal Address: | Suite 130 | | | | | | | | |
| City: | San Jose | | | | | | | | |
| State/Country: | CALIFORNIA | | | | | | | | |
| Postal Code: | 95131 | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6822859</td> </tr> </tbody> </table> | | Property Type | Number | Patent Number: | 6822859 | | | | |
| Property Type | Number | | | | | | | | |
| Patent Number: | 6822859 | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | |
| Fax Number: | (202)842-7899 | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | |
| Phone: | 202-842-7800 | | | | | | | | |
| Email: | gluna@cooley.com | | | | | | | | |
| Correspondent Name: | Cooley Godward Kronish LLP | | | | | | | | |
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| ATTORNEY DOCKET NUMBER: | RACK-001/03US3033932016 | | | | | | | | |
| NAME OF SUBMITTER: | Jason C. Fan | | | | | | | | |
| Total Attachments: 1 | | | | | | | | | |

CH \$40.00 6822859

ASSIGNMENT

THIS ASSIGNMENT, by Giovanni COGLITORE, residing at 216 Wedgewood Ave., Los Gatos, California 95032; Nikolai GALLO, residing at 1236 Crane St., Menlo Park, California 94025; and Jack RANDALL, residing at 110 Flintlock Lane, Ben Lomond, California 95005 (hereinafter referred to as the "Assignors"), witnesseth:


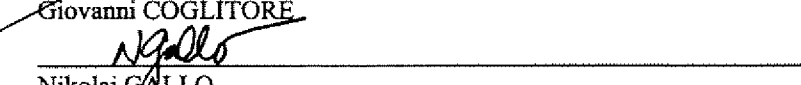
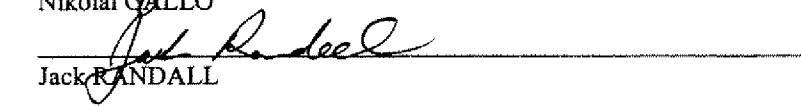
WHEREAS, said Assignors have invented and may continue to invent certain new and useful improvements in computer chassis and related technology set forth in an application for Letters Patent of the United States, bearing Serial No. 09/479,824 and filed on January 7, 2000; and

WHEREAS, Rackable Systems, LLC, a limited liability corporation duly organized under and pursuant to the laws of California and having its principal place of business at 2381 Zanker Road, Suite 130, San Jose, California 95131 (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, Assignors confirm that as a matter preliminary to the formation of the Assignee, Assignors formed an oral agreement with each other for consideration to assign to Assignee any and all inventions relating to computer chassis and related technology including devices, methods, know-how and other intellectual property, and further confirm that the agreement predated the conception of any such inventions. Assignors further agree that to the extent this and future rights are not otherwise subject to an obligation to assign to the Assignee that the Assignors do herein for good and sufficient considerations sell, assign, transfer and set over unto the 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 Assignors, had this sale and assignment not been made to the extent not already agreed upon.

AND for the same consideration, said Assignors hereby covenant and agree to and with said Assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said Assignors are the sole and lawful owners 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 Assignors have 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 Assignors hereby covenant and agree to and with said Assignee, its successors, legal representatives and assigns, that said Assignors will, whenever counsel of said Assignee, or the counsel of its successors, 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 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.

| | |
|-----------------|--|
| <u>10/12/00</u> |  |
| Date | Giovanni COGLITORE |
| <u>10-12-00</u> |  |
| Date | Nikolai GALLO |
| <u>10-12-00</u> |  |
| Date | Jack RANDALL |