# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Ximeta Technology, Inc.	12/12/2008

#### **RECEIVING PARTY DATA**

Name:	Zhe Khi PAK
Street Address:	Nagatinsakya Nab. D. 40/1, 570
City:	Moscow
State/Country:	RUSSIAN FEDERATION
Postal Code:	115470

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10829399

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	3720-118

NAME OF SUBMITTER: Patrick T. Skacel, Reg. No. 47,948

Total Attachments: 2

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PATENT REEL: 022113 FRAME: 0846

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### ASSIGNMENT

WHEREAS, XIMETA TECHNOLOGY, INC., a company incorporated in Virgin Islands with its registered office at Nerine Chambers, 5 Columbus Centre, Road Town, Tortola, Virgin Islands, British (collectively hereinafter "ASSIGNOR") is the owner by the way of the assignment recorded at reel 017834, frame 0074, an invention in SCALABLE SERVER ARCHITECTURE BASED ON ASYMMETRIC 3-WAY TCP for which an application for Letters Patent of the United States, Serial Number 10/829,399, was filed April 22, 2004;

and

WHEREAS, Mr. Zhe Khi Pak having an address of Nagatinsakya Nab. D. 40/1, 570, Moscow, Russia, 115470 (hereinafter "ASSIGNEE") is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application;

NOW, THEREFORE, be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, its entire right, title and interest in, to and under the said invention and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States or any other country which may be granted thereon and all reissues and extensions thereof, to the full end of the term thereof, as fully and entirely as the same would have been held by ASSIGNOR has this agreement and sale not been made, including all rights to recover damages for any and all past infringement, and all applications for Letters Patent which may hereafter be filed for said invention in any other country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of applications for Letters Patent of the United States for said invention which are created by any law, treaty or international convention; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the ASSIGNEE, its successor, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said application, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

IN TESTIMONY WHEREOF, the undersigned officer of ASSIGNOR with authority to do so, has hereunto set his hand and seal on the date set forth below.

For and on behalf of XIMETA TECHNOLOGY, INC.

Signature

John E. Park

Name

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Title

Dec. 12, 2008

Date

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