

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Peter M. Shipley | 05/16/2009 |
| Network Security Associates, Ltd. | 05/16/2009 |
| RECEIVING PARTY DATA | |
| Name: | Enhanced Security Research, LLC |
| Street Address: | 2341 Spaulding |
| City: | Berkeley |
| State/Country: | CALIFORNIA |
| Postal Code: | 94703-1627 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Application Number: | 08726563 |
| Patent Number: | 6119236 |
| Patent Number: | 6304975 |
| CORRESPONDENCE DATA | |
| Fax Number: | (650)326-2422 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | (650) 326-2400 |
| Email: | psc@townsend.com |
| Correspondent Name: | Townsend and Townsend and Crew |
| Address Line 1: | Two Embarcadero Center, 8th Floor |
| Address Line 4: | San Francisco, CALIFORNIA 94111 |
| ATTORNEY DOCKET NUMBER: | 026366-000000US |
| NAME OF SUBMITTER: | Philip H. Albert |
| Total Attachments: 10 | |

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**PATENT
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CONFIRMATORY ASSIGNMENT OF PATENTS

WHEREAS, Peter M. Shipley (hereinafter referred to as "Shipley"), residing at 2341 Spaulding, Berkeley, CA 94703, is the inventor of the inventions described and set forth in the below-identified United States Patent Application and Letters Patents:

| <u>U.S. Patent App. No.</u> | <u>Filing Date</u> | <u>Title of Invention</u> |
|-----------------------------|--------------------|--|
| 08/726,563 | October 7, 1996 | Intelligent Network Security Device and Method |
| <u>U.S. Patent No.</u> | <u>Issue Date</u> | <u>Title of Invention</u> |
| 6,119,236 | October 16, 2001 | Intelligent Network Security Device and Method |
| 6,304,975 | September 12, 2000 | Intelligent Network Security Device and Method |

WHEREAS, Shipley executed an unrecorded assignment dated December 30, 1996 (attached hereto) of the above-identified patent application (hereinafter "the Application") to Network Security Associates, Ltd., a corporation organized under and pursuant to the laws of California, having had a principal place of business of 2341 Spaulding, Berkeley, CA 94703-1627 (hereinafter referred to as "NSA"; and previously referred to at times as "Network Security Associates"), and subsequently received back all rights to the above-identified Application and Patents; and

WHEREAS, Enhanced Security Research, LLC, a limited liability company of the State of Texas having a place of business of 2341 Spaulding, Berkeley, CA 94703-1627 (hereinafter "ESR"), having previously acquired all right, title and interest in and to the Application and Patents by virtue of prior recorded assignments, is desirous of confirming its interest in the Application and Patents;

WHEREAS, Shipley, NSA and ESR have agreed to execute this Confirmatory Assignment to confirm, supplement and, so far as relevant, to supplant prior assignments, including the unrecorded assignment document dated December 30, 1996 attached hereto, such that ESR's

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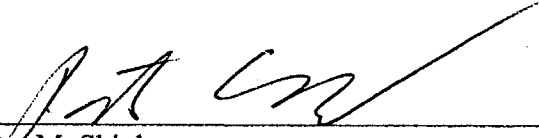
ownership of all right, title and interest in and to the Application and the Patents will be confirmed.

For good and valuable consideration, receipt of which is hereby acknowledged by Shipley and NSA, Shipley and NSA hereby assign to ESR all right, title and interest (if any) in and to the Application and Patents that Shipley and NSA may hold, and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by ESR and ESR's successors and assigns as fully and exclusively as it would have been held and enjoyed by a patent owner had this Confirmatory Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof, and includes the right to sue for and recover damages for past infringement of any such patents.

Shipley and NSA further agree that they will, without charge to ESR, but at ESR's expense, (a) cooperate with ESR in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as ESR lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in ESR, or ESR's successors and assigns.

IN TESTIMONY WHEREOF, the parties have signed on the date indicated.

Date: 5/16/09



Peter M. Shipley

Network Security Associates, Ltd.

Date: 5/16/09

By: Peter Shipley
Name: Peter Shipley
Title: Director / President

Enhanced Security Research, LLC

Date: _____

By: _____
Name: _____
Title: _____

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CONFIRMATORY ASSIGNMENT OF PATENTS

WHEREAS, Peter M. Shipley (hereinafter referred to as "Shipley"), residing at 2341 Spaulding, Berkeley, CA 94703, is the inventor of the inventions described and set forth in the below-identified United States Patent Application and Letters Patents:

| <u>U.S. Patent App. No.</u> | <u>Filing Date</u> | <u>Title of Invention</u> |
|-----------------------------|--------------------|--|
| 08/726,563 | October 7, 1996 | Intelligent Network Security Device and Method |
| <u>U.S. Patent No.</u> | <u>Issue Date</u> | <u>Title of Invention</u> |
| 6,119,236 | October 16, 2001 | Intelligent Network Security Device and Method |
| 6,304,975 | September 12, 2000 | Intelligent Network Security Device and Method |

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WHEREAS, Enhanced Security Research, LLC, a limited liability company of the State of Texas having a place of business of 2341 Spaulding, Berkeley, CA 94703-1627 (hereinafter "ESR"), having previously acquired all right, title and interest in and to the Application and Patents by virtue of prior recorded assignments, is desirous of confirming its interest in the Application and Patents;

WHEREAS, Shipley, NSA and ESR have agreed to execute this Confirmatory Assignment to confirm, supplement and, so far as relevant, to supplant prior assignments, including the unrecorded assignment document dated December 30, 1996 attached hereto, such that ESR's

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ownership of all right, title and interest in and to the Application and the Patents will be confirmed.

For good and valuable consideration, receipt of which is hereby acknowledged by Shipley and NSA, Shipley and NSA hereby assign to ESR all right, title and interest (if any) in and to the Application and Patents that Shipley and NSA may hold, and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by ESR and ESR's successors and assigns as fully and exclusively as it would have been held and enjoyed by a patent owner had this Confirmatory Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof, and includes the right to sue for and recover damages for past infringement of any such patents.

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ate: _____

Peter M. Shipley

Network Security Associates, Ltd.

ate: _____

By: _____
Name: _____
Title: _____

Enhanced Security Research, LLC

ate: 5/16/09

By: Russell L. Brad
Name: Russell L. Brad
Title: Managing Director

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ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That Whereas I, PETER M. SHIPLEY, have invented certain new and useful improvements in **INTELLIGENT NETWORK SECURITY DEVICE AND METHOD**, and have disclosed the same in an application for Letters Patent, Serial No. 08/726,563, filed in the United States Patent and Trademark Office on October 7, 1996; and

WHEREAS **NETWORK SECURITY ASSOCIATES**, a corporation duly organized and existing under the laws of **California**, and having an address at 2341 Spaulding Avenue, Berkeley, CA 94703-1627, is desirous of acquiring an interest therein and in the Letters Patent to be obtained therefor from the United States;

NOW THEREFORE, in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations to me by **NETWORK SECURITY ASSOCIATES** the receipt whereof is hereby acknowledged, I do hereby sell, assign, transfer and set over unto **NETWORK SECURITY ASSOCIATES**, its successors and assigns, the entire right, title and interest in, to and under the said application for United States Letters Patent, including all priority rights arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for the said inventions, or any of them.

TO HAVE, HOLD and ENJOY the said inventions, the said Application, and the said Letters Patent to said **NETWORK SECURITY ASSOCIATES**, its successors and assigns, to its and their own use and behooves to the full end of the term or terms for which the said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

And I do hereby authorize and request the Commissioner of Patents of the United States to issue any United States Letters Patent which may be granted on the said application, or any divisional, reissue or continuation applications, or for

the said inventions of any of them, to said **NETWORK SECURITY ASSOCIATES**, its successors and assigns, as assignees of the entire right, title and interest therein and thereto.

And I do hereby, for myself and for my legal representatives, covenant and agree with **NETWORK SECURITY ASSOCIATES**, its successors and assigns, that I have granted to others no license to make, use or sell any of the said inventions, that my right, title and interest in the said inventions has not been encumbered, that I have good right and title to sell and assign the same, and that I will not execute any instrument in conflict herewith.

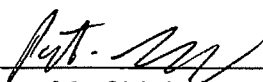
And I do hereby, for myself and for my legal representatives, further covenant and agree with **NETWORK SECURITY ASSOCIATES**, its successors and assigns, that upon request I will, and they shall, execute divisional, reissue or continuation applications, amended specifications, or rightful oaths; communicate to **NETWORK SECURITY ASSOCIATES**, its successors and assigns, any facts known to me relating to the said inventions or the history thereof; execute preliminary statements and testify in any interference proceedings; execute and deliver any application papers, assignments, or other instruments, and do all other acts which, in the opinion of counsel for **NETWORK SECURITY ASSOCIATES**, may be necessary or convenient to secure the grant of Letters Patent to **NETWORK SECURITY ASSOCIATES**, its successors and assigns, or its nominees, in the United States and in all other countries where **NETWORK SECURITY ASSOCIATES**, may desire to have the said inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for **NETWORK SECURITY ASSOCIATES**, and to vest and confirm in **NETWORK SECURITY ASSOCIATES**, its successors and assigns, or its nominees, the full and complete legal and equitable title to all such Letters Patent, without further consideration than now paid but at the expense of **NETWORK SECURITY ASSOCIATES**, its successors or assigns.

The undersigned hereby grant(s) the firm of Oblon, Spivak, McClelland, Maier & Neustadt, P.C. of Fourth Floor, 1755 Jefferson Davis Highway, Arlington,

Virginia 22202 the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the dates indicated below:

Date: 12/30/96



Peter M. Shipley

OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
ATTORNEYS AT LAW
FOURTH FLOOR
1755 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VIRGINIA 22202

