

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John Whaley	05/04/2009
Thomas Joseph Purtell II	05/04/2009
RECEIVING PARTY DATA	
Name:	moka5, Inc.
Street Address:	475 Broadway Street
Internal Address:	2nd Floor
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12435273
CORRESPONDENCE DATA	
Fax Number:	(530)759-1665
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	530-759-1663
Email:	edward@parklegal.com
Correspondent Name:	Edward J. Grundler
Address Line 1:	Park, Vaughan & Fleming, LLP
Address Line 2:	2820 Fifth Street
Address Line 4:	Davis, CALIFORNIA 95618
ATTORNEY DOCKET NUMBER:	M5-00038.US
NAME OF SUBMITTER:	Edward J. Grundler, Reg. No. 47,615
Total Attachments: 2 source=M5-00038.US_Assignment#page1.tif	

OP \$40.00 12435273

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**PATENT
 REEL: 022782 FRAME: 0916**

CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

John Whaley
Thomas Joseph Purtell II

1693 Marina Court, Apt. A, San Mateo, CA 94403
908 Middle Avenue, #B, Menlo Park, CA 94025

hereinafter termed "Inventor(s)", have invented certain new and useful improvements in

INTERCEPTION AND MANAGEMENT OF I/O OPERATIONS ON PORTABLE STORAGE DEVICES

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

___ On the ___ day of _____, 20___;

Or

X Said application having Application Number 12/435,273 and filed on 04 May 2009 ; and

WHEREAS, moka5, Inc. a corporation of the State of Delaware , having a place of business at 475 Broadway Street, 2nd Floor, Redwood City, CA 94063 (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 jointly or severally by said Inventor(s) (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(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (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 extensions of any of said patents.

2. Said Inventor(s) hereby jointly and severally covenant and agree 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 Inventor(s) 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 applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications 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 applications 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 Inventor(s) in providing such cooperation shall be paid for by said Assignee.

Attorney Docket No. M5-00038US

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 Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

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

John C Whaley

May 4, 2009

John Whaley

Date

Thomas Joseph Purtell II

May 4, 2009

Thomas Joseph Purtell II

Date

Date

Date

Date