

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Amol R. Chitre	06/21/2004
Stephen L. Manley	06/21/2004
Rimas Svarcas	06/21/2004

RECEIVING PARTY DATA

Name:	Network Appliance, Inc.
Street Address:	495 East Java Drive
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10777887

CORRESPONDENCE DATA

Fax Number: (617)951-3927
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-2500
Email: dhd@c-m.com, elaine@c-m.com
Correspondent Name: Cesari and McKenna, LLP
Address Line 1: 88 Black Falcon Avenue
Address Line 2: Suite 271
Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:

112056-0135U

NAME OF SUBMITTER:

Duane H. Dreger

Total Attachments: 5

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PATENT
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ASSIGNMENT

Whereas We, Amol R. Chitre, whose residence address is 1180 Lochinvar Avenue, Apt #52, Sunnyvale, CA 94087, Stephen L. Manley, whose residence address is 6905 Corte Pacifica, Pleasanton, CA 94566, and Rimas Svarcas, whose residence address is 970 Corte Madera, Apt. 503, Sunnyvale, CA 94085, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled SYSTEM AND METHOD FOR COMMUNICATION AND SYNCHRONIZATION OF APPLICATION-LEVEL DEPENDENCIES AND OWNERSHIP OF PERSISTENT CONSISTENCY POINT IMAGES, identified by Cesari and McKenna File No. 112056-0135U, the specification of which was filed on February 12, 2004, and accorded Serial Number 10/777,887; and

Whereas Network Appliance, Inc., whose address is 495 East Java Drive, Sunnyvale, CA 94089, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and

enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

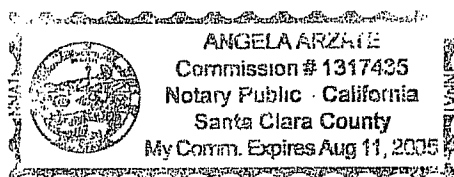
Jan 21, 2004
Date

Amol R. Chitre
Amol R. Chitre, Inventor

State of California)
County of Santa Clara) ss.

On June 21, 2004, before me, Angela Arzate, Notary Public, personally
appeared Amol R. Chitre,

☒ personally known to me
☐ proved to me on the basis of satisfactory
evidence



to be the person(s) whose name(s) is/are
subscribed to the within instrument and
acknowledged to me that he/she/they
executed the same in his/her/their authoriz
capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s)
or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal

Angela Arzate

6/21/04

Date

Stephen L. Manley

Stephen L. Manley, Inventor

State of California

)

)ss.

County of Santa Clara

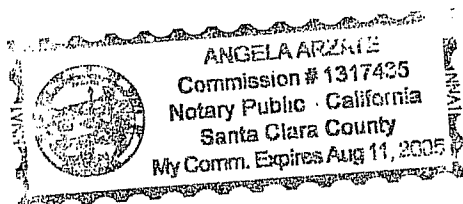
)

On June 21, 2004, before me Angela Arzate, Notary Public, personally

appeared Stephen L. Manley,

☒ personally known to me
☐ proved to me on the basis of satisfactory
evidence

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WITNESS my hand and official seal

Angela Arzate

06/21/04

Date

Remington Svarcas
Rimas Svarcas, Inventor

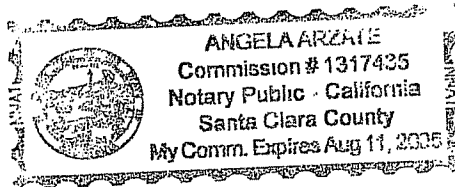
State of California)

)ss.

County of Santa Clara)

On June 21, 2004, before me, Angela Arzate, Notary Public, personally
appeared Rimas Svarcas,

☒ personally known to me
☐ proved to me on the basis of satisfactory
evidence



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or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal

Angela Arzate