

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Robert Walsh	03/09/2004
Bryan O'Sullivan	03/09/2004
RECEIVING PARTY DATA	
Name:	Pathscale, Inc.
Street Address:	477 N. Mathilda Avenue
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94085
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11748160
CORRESPONDENCE DATA	
Fax Number:	(949)955-1921
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-955-1920
Email:	dcheung@koslaw.com
Correspondent Name:	Klein, O'Neill & Singh, LLP
Address Line 1:	43 Corporate Park
Address Line 2:	Suite 204
Address Line 4:	Irvine, CALIFORNIA 92606
ATTORNEY DOCKET NUMBER:	23368-08538-CON
NAME OF SUBMITTER:	Tejinder Singh
Total Attachments: 2 source=23368-08538-CON-AssgnInvToPathscaleAsFiled#page1.tif source=23368-08538-CON-AssgnInvToPathscaleAsFiled#page2.tif	

OP \$40.00 11748160

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **PathScale, Inc.** a Delaware corporation, having a place of business at **477 N. Mathilda Avenue, Sunnyvale, California 94085**, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **Revision Control System For Large-Scale Systems Management** ("APPLICATION"), which:

- is to be filed herewith
 was filed on _____,
 now bearing U.S. application number _____; and

2. The entire worldwide right, title, and interest in and to:
 (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION;
 (c) all utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that 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.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Title of Document: ASSIGNMENT

Re:
 Title: **Revision Control System For Large-Scale Systems Management**
 Filed: (if applicable) **Not yet known**
 Application No.: (if applicable) **Not yet known**

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
<u>Robert Walsh</u>	<u>9 March, 2004</u>	<u>9 March, 2004</u>
Robert Walsh		

State of California } S.S.
 County of San Mateo }

On March 9, 2004 before me, Adriana Perez personally
 [DATE] [NOTARY PUBLIC]
 appeared Robert Walsh personally known to me or proved to me on the basis of
 [INVENTOR]

satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal



Adriana Perez
 Notary

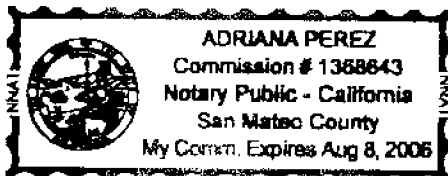
<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
<u>Bryan O'Sullivan</u>	<u>MAR 9, 2004</u>	<u>MAR 9, 2004</u>
Bryan O'Sullivan		

State of California } S.S.
 County of San Mateo }

On March 09, 2004 before me, Adriana Perez personally
 [DATE] [NOTARY PUBLIC]
 appeared Bryan O'Sullivan personally known to me or proved to me on the basis of
 [INVENTOR]

satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal



Adriana Perez
 Notary

23368/08538/DOCS/1415468.1