

RE 12/8/09

01-07-2010

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103585645

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the address of the Assignor previously recorded on Reel 023180 Frame 0371. Assignor(s) hereby confirms the Confirmatory Assignment.

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------|----------------|
| EFSTRATIOS SKAFIDAS | 05/08/2008 |

RECEIVING PARTY DATA

| | |
|-------------------|-----------------------|
| Name: | BANDSPEED, INC. |
| Street Address: | 4301 Westbank Drive |
| Internal Address: | Building B, Suite 100 |
| City: | Austin |
| State/Country: | TEXAS |
| Postal Code: | 78748 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|----------------|---------|
| Patent Number: | 8983030 |

CORRESPONDENCE DATA

Fax Number: (808)258-4258
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 808-257-5035
Email: MadisonIPDocketing@foley.com, wnmorris@foley.com
Correspondent Name: Paul S Hunter, Foley & Lardner LLP
Address Line 1: Verex Plaza
Address Line 2: 150 East Gilman Street
Address Line 4: Madison, WISCONSIN 53703-1481

ATTORNEY DOCKET NUMBER:

088245-6451

NAME OF SUBMITTER:

Paul S. Hunter

Total Attachments: 4

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Assignment

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PATENT ASSIGNMENT

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| | |
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | CONFIRMATORY ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| EFSTRATIOS SKAFIDAS | 05/08/2008 |
| RECEIVING PARTY DATA | |
| Name: | BANDSPEED, INC. |
| Street Address: | 4301 WESTBANK DRIVE |
| Internal Address: | BUILDING B, SUITE 100 |
| City: | AUSTIN |
| State/Country: | TEXAS |
| Postal Code: | 78746 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 6983030 |
| CORRESPONDENCE DATA | |
| Fax Number: | (650)963-2819 |
| Correspondence will be sent via US Mail when the fax attempt is unsuccessful. | |
| Phone: | 6509698300 |
| Email: | HTRAN@IMSCIENCES.COM |
| Correspondent Name: | HANNAH TRAN |
| Address Line 1: | 201 SAN ANTONIO CIRCLE |
| Address Line 2: | SUITE 290 |
| Address Line 4: | MOUNTAIN VIEW, CALIFORNIA 94040 |
| NAME OF SUBMITTER: | HANNAH TRAN |
| Signature: | /HANNAH TRAN/ |
| Date: | 09/03/2009 |
| Total Attachments: 2 source=Skafidas_6983030#page1.tif source=Skafidas_6983030#page2.tif | |

Assignment

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RECEIPT INFORMATION

| | |
|---------------|------------|
| EPAS ID: | PAT972671 |
| Receipt Date: | 09/03/2009 |
| Fee Amount: | \$40 |

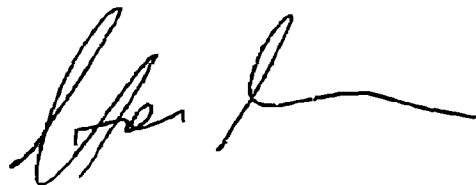
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CONFIRMATORY ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Efstathios Skafidas, an individual having an address at 31 GOOCH ST THORNHURST VICTORIA ("Assignor") to ensure that the assignment made effective March 24, 2001 is complete, hereby confirms that Assignor has assigned, transferred, and conveyed unto, and hereby, quitclaims, assigns, transfers and conveys unto Bandspeed, Inc., a Delaware corporation, with an address at 4301 Westbank Drive, Building B, Suite 100, Austin, TX 78746 ("Assignee"), or its designees all right, title, and interest Assignor may have that exist today and may exist in the future in and to all of the following (collectively, the "Patent Rights"):

- The Inventions and all rights in any country of the world with respect to the Inventions;
- United States patent number 6,983,030 and all letters patent, United States patents or other governmental grants or issuances that may be granted or issued with respect to the Inventions (the "Patents");
- United States patent application 09/754,007, and all patent applications, divisions, continuations (in whole or in part), substitutions, renewal, or other applications claiming priority rights from the Patents and/or any such applications (the "Applications");
- All reissues, requests for continuing examinations, reexaminations, extensions or registrations of the Applications and/or the Patents;
- All non-United States patents, patent applications, and counterparts with respect of the Inventions, the Applications, and the Patents including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, and including the right to file foreign applications directly in the name of Assignee;
- The right to claim priority rights deriving from the Patents and/or Applications and for Assignee to otherwise avail itself of the provisions of the international conventions governing the protection of inventions;
- All causes of action, remedies and other enforcement rights related to the Applications, the Inventions, and the Patents (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the Applications, the Inventions, and the Patents);
- All rights to collect royalties and other payments under or on account of any of the Applications, the Inventions, and the Patents;
- Any and all other rights and interests arising out of, in connection with, or in relation to the Applications, the Inventions, and the Patents; and
- All documents related to the conception, diligence and reduction to practice of the Inventions and all domestic and international patent filing documents.

Assignors will not execute any writing or do any act conflicting with this Assignment of Patent Rights and will execute all documents the Assignee deems necessary or desirable for the transfer of right, title and interest with respect to the listed Inventions. The Assignee will reimburse the Assignors for all legal, or other, costs incurred. Assignors request the respective patent office or



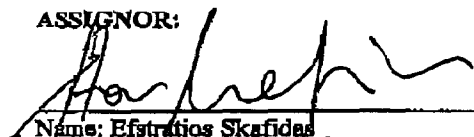
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governmental agency in each jurisdiction to grant or issue any and all letters patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Rights in the name of Assignee, as Assignee to the entire interest therein.

A copy of this Assignment will be deemed a full legal and formal equivalent of any document that may be required in any country as proof of the right of Assignee to apply for patent or other protection for any Inventions and to claim the benefit of the right of priority thereto. Assignors grant to Assignee the right, power and authority to insert in this Assignment of Patent Rights any further information or identification that may be necessary or desirable to comply with the applicable rules and procedures for recordation of this Assignment of Patent Rights, or perfecting its benefit, throughout the world.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors or assigns, and anyone properly designated by them and will be binding upon each Assignor, his/her successors or assigns, and anyone properly designated by them.

ASSIGNOR:


Name: Efstratios Skafidas
Date: 8th May 2008

STATE OF VICTORIA, AUSTRALIA)
) ss.
COUNTY OF _____)

On 8th MAY 2008, before me, DANIELA ZANTONIO, Notary Public in and for said State, personally appeared BEEDEE, who proved to me on the basis of 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

DR DANIELA ZANTONIO,
AUSTIN HEALTH

