## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Joseph A. Marino	05/19/2008
Patrick V. Johnstone	05/19/2008

#### RECEIVING PARTY DATA

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#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7653006

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NAME OF SUBMITTER: David Jacobs

Total Attachments: 1

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PATENT REEL: 024016 FRAME: 0964

#### **ASSIGNMENT**

WHEREAS, we, Joseph A. Marino of Belchertown, MA, and Patrick V. Johnstone of Westfield, MA ("Applicants") have invented certain new and useful improvements in:

NETWORK TRAFFIC CAPTURE AND REPLAY WITH TRANSACTION INTEGRITY AND SCALING

(hereinafter the "Invention") for which the following U.S. patent application has been filed: U.S. Serial No. 12/046,966 filed March 12, 2008 (Attorney Docket DJV-101-US);

WHEREAS, DEJA VU NETWORKS, INC. of Marlborough, MA ("Assignee"), wishes to acquire the entire right, title and interest in and to the Invention, any and all patent applications thereon, and any and all patents issuing therefrom;

NOW, therefore, in consideration of the sum of one United States dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Applicants,

We, the Applicants, do hereby sell, assign and transfer unto the Assignee the full and exclusive right in and to the Invention in the United States and any and all foreign countries, and the entire right, title and interest in and to any and all patent applications and Letters Patent which may be granted therefor in the United States and any and all foreign countries, and in and to any and all divisionals, reissues, continuations and extensions thereof;

We hereby authorize and request the United States Commissioner of Patents and Trademarks and all foreign Patent Offices to issue said Letters Patent to the Assignee, for the Assignee's sole use and benefit, and for the use and benefit of the Assignee's legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made; and

We agree to execute and deliver to the Assignee any and all other documents and instruments that, in the opinion of the Assignee and its counsel, are appropriate in order to obtain patents and other means of protecting the Invention, execute and deliver all such other instruments and take all other actions that in the opinion of the Assignee and its counsel may be appropriate or necessary to vest in the Assignee (or in such person as the Assignee may specify) all right, title and interest in said patents and other means of protecting the Invention.

> PATENT REEL: 024016 FRAME: 0965

**RECORDED: 03/03/2010**