

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Simon John Knee	09/30/2003
Fazil Ismet Osman	10/04/2003
Vitek Zaba	09/30/2003
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Astute Networks, Inc.
<b>Street Address:</b>	16516 Via Esprillo, Suite 200
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92127
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12209153
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
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<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20001
<b>ATTORNEY DOCKET NUMBER:</b>	ASTU-004/02US 017622-2025
<b>NAME OF SUBMITTER:</b>	Steven C. Tietsworth

CH \$40.00 12209153

Total Attachments: 4  
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**PATENT**  
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Attorney Docket No: ASTU-004/01US  
(017622-2014)

PATENT

ASSIGNMENT  
(Joint)

COPY

**KNEE, John Simon**, residing at 12885 Caminito De Las Olas, Del Mar, California 92014  
**OSMAN, Fazil Ismet**, residing at 2471 Canyon Creek Road, Escondido, California 92025  
**ZABA, Vitek**, residing at 9664 Paseo Montril, San Diego, California 92129

(each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **SYSTEM AND METHOD FOR TIMER MANAGEMENT IN A STATEFUL PROTOCOL PROCESSING SYSTEM**, and which is a:

- (1)  provisional application
- (a)  to be filed herewith; or
- (b)  bearing Application No. \_\_\_\_\_ and filed on ; or
- (2)  non-provisional application
- (a)  to be filed herewith; or
- (b)  bearing Application No. 10/649,373, and filed on August 27, 2003.

**WHEREAS**, Astute Networks, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 16516 Via Esprillo, Suite 200, San Diego, California 92127 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

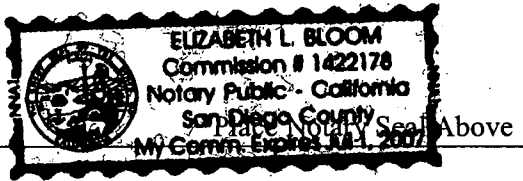
Date: 9/30/03

By: *S. Knee*  
Simon John KNEE

State of CALIFORNIA )  
 County of SAN DIEGO )  
 ss.  
 On SEPTEMBER 30, 2003, before me, ELIZABETH L. BLOOM, NOTARY PUBLIC, personally appeared SIMON JOHN KNEE, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) (S) are subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) authorized 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.

*Elizabeth L. Bloom*  
 Signature of Notary Public



Date: 4-October-2003

By: *Fazil Ismet Osman*  
Fazil Ismet Osman

State of CALIFORNIA )  
 County of SAN DIEGO )  
 ss.  
 On OCT. 4, 2003, before me, GREGG MILLER, NOTARY PUBLIC, personally appeared FAZIL ISMET OSMAN personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) (S) are subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) authorized 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.

*Gregg Miller*  
 Signature of Notary Public



Date: 9/30/03

By: [Signature]  
Vitek Zaba

State of CALIFORNIA  
County of SAN DIEGO SS.

On SEPTEMBER 30, 2003, before me, ELIZABETH L. BLOOM, NOTARY PUBLIC, personally appeared VITEK ZABA, personally known to me or 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 authorized 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.

Elizabeth L. Bloom  
Signature of Notary Public



Place Notary Seal Above