

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Somesh Gupta	12/22/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Brocade Communications Systems, Inc.
Street Address:	130 Holger Way
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12977933
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(720)377-0777
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	720-377-0770
Email:	smarkham@hkh-law.com
Correspondent Name:	Hensley Kim & Holzer, LLC
Address Line 1:	1660 Lincoln Street
Address Line 2:	Suite 3000
Address Line 4:	Denver, COLORADO 80264
ATTORNEY DOCKET NUMBER:	233-653-USP
NAME OF SUBMITTER:	Shawn Powers Markham
Total Attachments: 2 source=Executed_Assignment#page1.tif source=Executed_Assignment#page2.tif	

OP \$40.00 12977933

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Serial Number..... 12/977,933  
Filing Date ..... 23 December 2010  
Inventorship ..... Somesh Gupta  
Applicant..... Brocade Communications Systems, Inc.  
Attorney's Docket No. .... 3046.1.US/233-653-USP  
Title: INGRESS RATE LIMITING

**PATENT ASSIGNMENT**

**PARTIES TO THE ASSIGNMENT**

Assignor(s):

Somesh Gupta  
5392 Beaumont Canyon Dr.  
San Jose, California 95138  
United States

Assignee:

Brocade Communications Systems, Inc.  
130 Holger Way  
San Jose, California 95134  
United States

WHEREAS, Assignor(s) (listed above) are inventor(s) of certain new and useful inventions and improvements claimed and described in an application for Letters Patent of the United States entitled "Ingress Rate Limiting" and referenced above;

AND WHEREAS, Assignee, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business indicated above, is desirous of acquiring the entire right, title and interest in and to said inventions and improvements and in and to the applications, and in and to any letters patent to be obtained therefrom;

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor(s) have sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto said Assignee, its successors or assigns, the entire right, title, and interest in and to said inventions and improvements, said applications, and any and all letters patent which may be granted for said

inventions and improvements in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including the right to file foreign applications directly in the name of Assignee and to claim priority rights deriving from said United States applications to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said inventions and improvements, applications and all letters patent on said inventions and improvements to be held and enjoyed by Assignee and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor(s) had this assignment, transfer and sale not been made. Assignor(s) hereby authorize and request the Commissioner of Patents to issue all letters patent on said inventions to Assignee;

AND, for the consideration aforesaid, Assignor(s) do hereby agree that each Assignor and his/her executors and legal representatives will make, execute, and deliver any and all other instruments and documents in writing including any and all further applications papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said inventions and improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable to more effectually secure and vest in said Assignee, its successors or assignees the entire right, title and interest in and to the improvements, inventions, applications, letters patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be;

AND, Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number and filing date of the above-referenced application for Letters Patent once known;

AND, furthermore, Assignor(s) covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the Assignor(s) and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Date

12/22/10

Somesh Gupta

