## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Ensim Corporation	06/07/2007

### **RECEIVING PARTY DATA**

Name:	Digital Asset Enterprises, L.L.C.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		

### PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	11971778	

## CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	32052.8057US1	
NAME OF SUBMITTER:	Maurice J. Pirio	

Total Attachments: 5

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Exhibit B

## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Ensim Corporation, a Delaware corporation, with an office at 3945 Freedom Circle, Santa Clara, CA 95054, ("Assignor"), does hereby sell, assign, transfer, and convey unto Digital Asset Enterprises, L.L.C., a Delaware limited liability company, with an address at 1209 Orange Street, Wilmington, DE 19801 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

- (a) the provisional patent applications, patent applications and patents listed in the table below (the "Patents");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference the Patents;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the

REEL: 019530 FRAME: 0147 REEL: 025631 FRAME: 0590 Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind for past, current, and future infringement; and
- (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

-		Title of Patent and First
		Named Inventor
US	2/04/2000	Selective interception of
		system calls
TIE	0/00/0000	Borislav Deianov
02	2/08/2000	Disambiguating file
		descriptors
		Sucri Culturu
US	3/09/2001	Snorri Gylfason Template-based creation and
22	3/09/2001	archival of file systems
		arcinian of the systems
		Paul Menage
US	2/04/2000	Dynamic scheduling of task
		streams in a multiple-resource
İ		system to ensure task stream
		quality of service
		Pawan Goyal
US	9/18/2000	Intercepting I/O mutliplexing
		operations involving cross-
		domain file descriptor sets
TIC	2/11/2000	Pawan Goyal
08	2/11/2000	Restricting communication
		between network devices on a
		common network
		Rosen Sharma
US	5/16/2000	Regulating file access rates
		according to file type
	ŀ	
<u> </u>		Srinivasan Keshav
	US	US 2/04/2000  US 3/09/2001  US 2/04/2000  US 9/18/2000  US 2/11/2000

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Patant or Annilosita, N-	Cont	THIA W.	Title of Patent and First
Patent or Application No. 6,909,691	Country	Filing Date	Named Inventor
ן <i>בטיב</i> סבים	US	8/07/2000	Fairly partitioning resources
	1		while limiting the maximum
	·		fair share
			Pawan Goyal
6,948,003	ÜS	3/15/2000	Enabling a service provider to
			provide intranet services
			Peter Newman
6,976,258	US	11/30/1999	Providing quality of service
			guarantees to virtual hosts
C 000 000	<u> </u>		Pawan Goyal
6,985,937	US	5/11/2000	Dynamically modifying the
		•	resources of a virtual server
			Srinivasan Keshav
7,143,024	US	7/07/2000	Associating identifiers with
			virtual processes
	<u>.</u>		Pawan Goyal
09/747,687	US	12/22/2000	Virtualizing Super-User
			Privileges For Multiple Virtual
			Processes
			Xun Wilson Huang
09/503,975	US	12/14/2000	Restricting
		1	Communication of Selected
•			Processes to a Set of Network
			Specific Processes
			Pawan Goyal
		<u></u>	

Assignor represents, warrants and covenants that:

- (1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and
- (2) Assigner owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue

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for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Sarta Class CA
on 7th June, 2007
95054

ASSIGNOR:

Ensim Corporation

Name: Title:

(Signature MUST be notarized)

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PATENT REEL: 019580 PRAME: 0150 REEL: 025631 FRAME: 0593 STATE OF <u>California</u>) ss. COUNTY OF <u>Santa</u> Chea) ss.

On Trans 07 2007, before me, Balraj Deol Notary Public in and for said State, personally appeared David John Wippich personally known to-me (or 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.

WITNESS my hand and official seal.

Signature \_

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(Raveaj Deol)
ovotary Public

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RECORDED: 07/19/2007 RECORDED: 01/13/2011