# 280,00 7587763

### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Finite State Machine Labs Inc.	12/20/2010

### **RECEIVING PARTY DATA**

Name:	Intellectual Ventures Fund 73 LLC
Street Address:	7251 W. Lake Mead Blvd., Suite 300
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89128

### PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	7587763
Application Number:	12511520
Patent Number:	6782424
Patent Number:	7330891
Application Number:	11812875
Patent Number:	7516217
Application Number:	12379407

## **CORRESPONDENCE DATA**

Fax Number: (206)359-7291

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2063598000

Email: assignmentconfirmations@perkinscoie.com

Correspondent Name: Perkins Coie LLP
Address Line 1: PO Box 1247
Address Line 2: PATENT-SEA

Address Line 4: Seattle, WASHINGTON 98111

**PATENT** 

REEL: 025663 FRAME: 0321

ATTORNEY DOCKET NUMBER:	32052.8000.0131		
NAME OF SUBMITTER:	Tracy Meeker		
Total Attachments: 6 source=ASN from FSM to IV Fund 73-Exhibit B-executed#page1.tif source=ASN from FSM to IV Fund 73-Exhibit B-executed#page2.tif source=ASN from FSM to IV Fund 73-Exhibit B-executed#page3.tif source=ASN from FSM to IV Fund 73-Exhibit B-executed#page4.tif source=ASN from FSM to IV Fund 73-Exhibit B-executed#page5.tif source=ASN from FSM to IV Fund 73-Exhibit B-executed#page6.tif			

PATENT REEL: 025663 FRAME: 0322

# ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Finite State Machine Labs Inc., a Delaware corporation, with an office at 2718 Creeks Edge Parkway, Austin, TX 78733 ("Assignor"), does hereby sell, assign, transfer, and convey unto Intellectual Ventures Fund 73 LLC, a Nevada limited liability company, with an address at 7251 W Lake Mead Blvd, Suite 300, Las Vegas, NV 89128 ("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*");

	~ .	700 B	Title of Patent and First
Patent or Application No.	Country	Filing Date	Named Inventor
7,587,763	US	12/12/2003	Systems and methods for
			detecting a security breach
			in a computer system
			Yodaiken, Victor J.
12/511,520	US	07/29/2009	Systems and methods for
			detecting a security breach
			in a computer system
			Yodaiken, Victor J.
CA2509579	CA	12/12/2003	Systems and methods for
0112303313		12/12/2005	detecting a security breach
			in a computer system
			in a computer system
			Yodaiken, Victor J.
CNZL0380109692.3	CN	12/12/2003	Systems and methods for
			detecting a security breach
			in a computer system
			Yodaiken, Victor J.
EP03813381.5	EP	12/12/2003	Systems and methods for
			detecting a security breach
			in a computer system
·			in a compater system
			Yodaiken, Victor J.

PATENT REEL: 025663 FRAME: 0323

Patent or Application No.	Country	Filing Date	Title of Patent and First Named Inventor
6,782,424	US	08/23/2002	System, method and computer program product for monitoring and controlling network
			connections from a supervisory operating system
			Yodaiken, Victor J.
7,330,891	US	07/16/2004	System, method and computer program product for monitoring and controlling network connections from a supervisory operating system
			Yodaiken, Victor J.
11/812,875	US	06/22/2007	System, method and computer program product for monitoring and controlling network connections from a supervisory operating system
7.516.017	TIC	09/00/2007	Yodaiken, Victor J.
7,516,217	US	08/09/2007	System, method and computer program product for monitoring and controlling network connections from a supervisory operating system
			Yodaiken, Victor J.

Patent or Application No.CountryFiling DateNamed Inv.12/379,407US02/20/2009System, me computer p for monitor	ethod and program product
computer p	program product
for monitor	ring and
	_
controlling	
connection	s from a
supervisory	y operating
system	
Yodaiken,	Victor I
	program product
for monitor	_
controlling	
connection	
supervisory	y operating
system	
Yodaiken,	Victor I
CA2496064 CA 08/19/2003 System, mo	
	program product
for monitor	
controlling	
connection	
1	y operating
system	
Yodaiken,	Victor J.
JP2004-531068 JP 08/19/2003 System, mo	ethod and
	orogram product
for monitor	_ 1
controlling	_
connection	
	y operating
supervisor	yoperanng
system	
Yodaiken,	Victor J.

<sup>(</sup>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, as of the date of this Assignment of Patent Rights, that incorporate by reference, or are incorporated by reference into, 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) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e), provided that, with respect to the foregoing (ii) and (iii), Assignor has the right to assign such inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) as of the Effective Date of the Patent Purchase Agreement between Assignor and Assignee;
- (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 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
  - (1) damages,
  - (2) injunctive relief, and
  - (3) 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).

Assignor represents, warrants and covenants that 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.

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.

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 \_\_\_\_\_\_\_.

### **ASSIGNOR:**

Finite State Machine Labs Inc.

Name:

Title:

(Signature MUST be attested)

# ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of <u>Victor Todaile</u> to the above Assignment of Patent Rights on behalf of Finite State Machine Labs Inc. and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

- 2. <u>Victor Volunce</u> is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 2010 to execute the above Assignment of Patent Rights on behalf of Finite State Machine Labs Inc.
- 3. Vider Todailon subscribed to the above Assignment of Patent Rights on behalf of Finite State Machine Labs Inc.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXE	CUTED o	n Decembra 2	05050	(date)
	Bek	I G		
Print	Name:	Beth E.K.	vichart	