### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
WHITECELL SOFTWARE, INC.	02/07/2011

#### **RECEIVING PARTY DATA**

Name:	FORTINET, INC.
Street Address:	1090 Kifer Rd.
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94086

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12905193

## CORRESPONDENCE DATA

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NAME OF SUBMITTER: Michael A. DeSanctis

**Total Attachments: 1** 

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OF \$40.00 1290519

PATENT REEL: 025756 FRAME: 0593

## **Patent Application Assignment**

THIS ASSIGNMENT is made as of February 7, 2011, by WhiteCell Software, Inc., a Delaware corporation, (the "Assignor"), in favor of Fortinet, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Patent Assignment Agreement between the Assignor and the Assignee effective as of February 7, 2011 (the "Patent Assignment Agreement"), which, along with the promises contained therein, constitute mutual consideration for the promises herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby:

- 1. ASSIGNS to Assignee all of its right, title and interest in and to US Patent Application No. 12/905,193 (US Pub. No. 2011/0029772) including any and all improvements, inventions or discoveries disclosed therein, all original and reissued Letters Patents that have been or shall be issued in the United States and in all foreign countries on any of said improvements, inventions or discoveries; and in and to the Application and all divisional, continuing, reissue, extension, substitution and renewal applications, and all other patent applications that have been filed or shall be filed in the United States and in any foreign countries, on any of said improvements, inventions or discoveries; and in and to all rights of priority attaching to said improvements, inventions or discoveries, including all rights under the International Convention; and all proceeds of the Application, any of said improvements, inventions or discoveries and the Letters Patent(s) (including but not limited to, damages for pre-patent grant infringement, all license royalties and proceeds of infringement suits); and in and to any and all causes of action (excepting claims upon the United States of America) for past, present, and future infringement of any of the Letters Patent(s), or relating to any of said improvements, inventions or discoveries, including the right to collect royalties and seek injunctive relief, for all such infringements and the right to sue on all such causes of action for their own use and benefit and the use and benefit of their successors, assigns and legal representatives.
- AUTHORIZES the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent(s), in its own name, if desired, in any and all foreign countries, and additionally to claim the filing date of the Application and/or otherwise take advantage of the provisions of the International Convention.
- 3. COVENTANTS and agrees that Assignor or Assignor's executors or administrators shall, at any time upon request, without further or additional consideration, but at the expense of said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patents of the United States, or of any and all foreign countries on said improvements, inventions or discoveries, and in enforcing any rights, occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

By: Elva & Hage 3/7/2011 Signsture/Date
Name: Edwig L. Harpa

Title: CED

WhiteCell Software, Inc.

RECORDED: 02/07/2011

PATENT REEL: 025756 FRAME: 0594