

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Eric Sven-Johan Swildens	04/28/2004
Maurice Cinquini	04/29/2004
Amol Chavarkar	04/28/2004
Anshu Agarwal	04/28/2004
RECEIVING PARTY DATA	
Name:	Speedera Networks, Inc.
Street Address:	4800 Great America Parkway
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13088466
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NAME OF SUBMITTER:	David H. Judson
Total Attachments: 3 source=AssignmentAUTOfromInventors#page1.tif source=AssignmentAUTOfromInventors#page2.tif source=AssignmentAUTOfromInventors#page3.tif	

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PATENT
REEL: 026140 FRAME: 0408

ASSIGNMENT

WHEREAS WE, Eric Sven-Johan Swildens, of Mountain View, California, Maurice Cinquini, of San Jose, California, Amol Chavarkar of San Mateo, California, and Anshu Agarwal of San Jose, California, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled AUTOMATIC MIGRATION OF DATA VIA A DISTRIBUTED COMPUTER NETWORK, executed by us on the date of execution of this document, as shown below, and filed concurrently herewith;

AND WHEREAS, Speedera Networks, Inc., a corporation of the State of Delaware and having an address of 4800 Great America Parkway, Suite 220, Santa Clara, California 95054-1227, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, we do hereby sell, assign, transfer and set over unto Speedera Networks, Inc., its legal representatives, successors, and assigns ("Assignee"), the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, we hereby agree with the said Assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee 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, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and Assignee;

AND we request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

APRIL 28, 2004
Date


ERIC SVEN-JOHAN SWILDENS

STATE OF California
COUNTY OF San Jose ss.

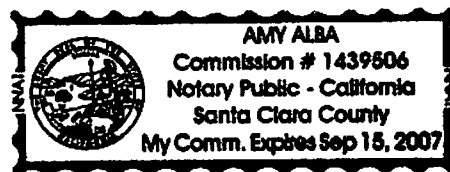
On this 28th day of April, 2004, before me personally appeared Eric Sven-Johan Swildens, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.

S E A L


Notary Public

My commission expires _____



4/28/2004
Date

A. D. Chavaskar
AMOL CHAVARKAR

STATE OF California)
COUNTY OF Santa Clara) ss.

On this 28th day of April, 2004, before me personally appeared Amol Chavarkar, 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 executed the same in his authorized capacity, and that by his 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.

S E A L


Notary Public

My commission expires _____

