

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Neal T. Fachan	05/17/2006
RECEIVING PARTY DATA	
Name:	Isilon Systems, Inc.
Street Address:	3101 Western Avenue
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12917180
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	ISIL.012C1
NAME OF SUBMITTER:	Steven P. Ruden
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

OP \$40.00 12917180

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PATENT
REEL: 026237 FRAME: 0291

Application No.: 11/357,740
Filing Date: February 17, 2006

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Client Code: ISIL.012A
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ASSIGNMENT

WHEREAS, I, Neal T. Fachan, a United States citizen, residing at 1823 N. 55th Street, Washington 98103, have invented certain new and useful improvements in a SYSTEMS AND METHODS FOR PROVIDING A QUIESCING PROTOCOL for which I have filed an application for Letters Patent in the United States, Application No. 11/357,740, Filing Date February 17, 2006;

AND WHEREAS, ISILON SYSTEMS, INC. (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 3101 Western Avenue, #600, Seattle, WA 98119, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Letters Patent before or after issuance.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I herunto set my hand and seal this 17th day of May, 2006


Neal T. Fachan

STATE OF WA }
COUNTY OF KING } ss.

On 5-17-06, before me, Camilla Alison, personally appeared Neal T. Fachan personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his

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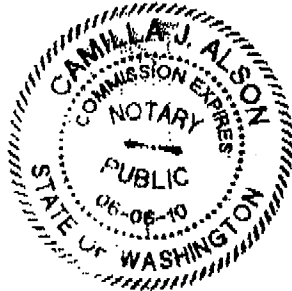
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authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

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Camilla J Alson

Notary Signature