# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Neal T. Fachan	01/05/2006
Aaron J. Passey	01/05/2006
Darren P. Schack	01/05/2006

#### **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:	12862060

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: ISIL.009C1

NAME OF SUBMITTER: Steven P. Ruden

Total Attachments: 2

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**PATENT** 

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**PATENT** 

Application No.: 11/255,818 Client Code: ISIL.009A Filing Date: October 21, 2005

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#### ASSIGNMENT

WHEREAS, We, Neal T. Fachan, a United States citizen, residing at 1823 N. 55th Street, Seattle, WA 98103, Aaron J. Passey, a United States citizen, residing at 5402 17th Avenue SW, Seattle, WA 98106, and Darren P. Shack, a United States citizen, residing at 415 W. Republican Street, #400, Seattle, WA 98119, have invented certain new and useful improvements in a SYSTEMS AND METHODS FOR MAINTAINING DISTRIBUTED DATA for which we have filed an application for Letters Patent in the United States, Application No. 11/255,818, Filed on October 21, 2005;

AND WHEREAS, ISILON SYSTEMS, INC. (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 220 West Mercer Street, #501, 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, we, the said inventors, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, his 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 we 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, his successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, his 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 WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, his successors, legal representatives and assigns, any facts known to us 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, his successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries

protection for said improvements in an countries.	
IN TESTIMONY WHEREOF, I hereunto set m	y hand and seal this 5th day of January, 200b
what I a	Neal T. Fachan
STATE OF Washington	
<b>)</b> ss.	
COUNTY OF King	,
On 5th January 2006, before me, Cam	illa TAlson, personally appeared Neal T. Fachan
personally known to me (or proved to me on the basis of	of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to	o me that he executed the same in his authorized capacity(ies), and
that by his signature (s) on the line frament the person(s), o instrument.	r the entity upon behalf of which the person(s) acted, executed the
WITNESS TO DATA BAN OFFICIA Eseal.	A
[SEAL] PUBLIC S	Camilla Jalson
A A A A A A A A A A A A A A A A A A A	Notary Signature
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11/1/11/11/11	DATENT

**PATENT** REEL: 026245 FRAME: 0067

PATENT

Application	No.:	11/255	,818
Filing Date:	Octo	ber 21,	2005

Client Code: ISIL.009A

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this	$5^{79}$ day of $3900$ , $300$ .
Aarc	n J. Passey
STATE OF Washington } ss.	,
on Sth January 2006, before me, Camilla of personally known to me (or proved to me on the basis of satisfact subscribed to the within instrument, and acknowledged to me that he that by his signature(s) on the instrument the person(s), or the entity instrument.	e executed the same in his authorized capacity(ies), and
WITNESS my land and offfice so al.  [SEAL]  NOTARY  PUBLIC  Nota	Camilla J Alson ry Signature
. 6 % 4 % 5 ~	seal this <u>574</u> day of <u>January</u> , 20 <u>06</u> en P. Schack
STATE OF Washington } ss.	
On 5th Jamay, before me,	e executed the same in his authorized capacity(ies), and
Notar Notar	y Signature
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**RECORDED: 05/09/2011**