

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>John FUNGE</td> <td>12/12/2011</td> </tr> <tr> <td>Mark WATSON</td> <td>12/12/2011</td> </tr> </tbody> </table>		Name	Execution Date	John FUNGE	12/12/2011	Mark WATSON	12/12/2011				
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<table border="1"> <tr> <td>Name:</td> <td>NETFLIX, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>100 Winchester Circle</td> </tr> <tr> <td>City:</td> <td>Los Gatos</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>95032</td> </tr> </table>		Name:	NETFLIX, Inc.	Street Address:	100 Winchester Circle	City:	Los Gatos	State/Country:	CALIFORNIA	Postal Code:	95032
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CORRESPONDENCE DATA											
<p>Fax Number: (713)623-4846          Phone: 713-623-4844          Email: psdocketing@pattersonsheridan.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: PATTERSON &amp; SHERIDAN, L.L.P.          Address Line 1: 3040 POST OAK BOULEVARD          Address Line 2: SUITE 1500          Address Line 4: HOUSTON, TEXAS 77056</p>											
ATTORNEY DOCKET NUMBER:	NETF/0039/RR										
NAME OF SUBMITTER:	Jon K. Stewart										
Total Attachments: 3 source=NETF0039_Executed_Assignment#page1.tif source=NETF0039_Executed_Assignment#page2.tif source=NETF0039_Executed_Assignment#page3.tif											

OP \$40.00 13328921

**ASSIGNMENT FOR APPLICATION FOR PATENT**

WHEREAS:

**FUNGE, John**  
1162 Crandano Ct.  
Sunnyvale CA 94087

**WATSON, Mark**  
629 Alvarado Street  
San Francisco, CA, 94114

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**WEB SERVER CONSTRAINT SUPPORT**

enclosed herewith or for which application for Letters Patent in the United States under Application No. \_\_\_\_\_, filed on \_\_\_\_\_, and

WHEREAS, Netflix, Inc., a corporation of the State of Delaware, having a place of business at 100 Winchester Circle, Los Gatos, CA 95032 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a conventional, division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, conventional, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings

actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.


3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. I hereby authorize and request my attorneys, Patterson & Sheridan LLP, of 3040 Post Oak Blvd, Suite 1500, Houston Texas 77056, to insert above in parentheses (Application No. and Filing Date) the filing date and application number of said application when known.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) Dec 12, 2011

  
\_\_\_\_\_  
John FUNGE

2) \_\_\_\_\_, 2011

\_\_\_\_\_  
Mark WATSON

involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

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John FUNGE

2) 12/12, 2011

Mark WATSON