#### 501769344 12/27/2011

## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Assignment

#### **CONVEYING PARTY DATA**

Name	Execution Date
Scott A. Van Gundy	12/27/2011

## **RECEIVING PARTY DATA**

Name:	ShoreTel, Inc.
Street Address:	960 Stewart Drive
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94085

## PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7379540

#### **CORRESPONDENCE DATA**

Fax Number: (801)355-0160

Email: kishihara@patentlawworks.net

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Kanda V. Ishihara

Address Line 1: 165 South Main Street, Second Floor

Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER: 10002-02197 US

NAME OF SUBMITTER: Kanda V. Ishihara

Total Attachments: 2

source=02197 US 2011-12-27 - Signed Confirmatory Assignment (Scott V. Gundy)#page1.tif source=02197 US 2011-12-27 - Signed Confirmatory Assignment (Scott V. Gundy)#page2.tif

PATENT REEL: 027450 FRAME: 0220

# **CONFIRMATORY ASSIGNMENT**

WHEREAS I, **Scott A. Van Gundy**, (hereinafter "INVENTOR") am an inventor of the invention disclosed under the title "**SERVER WITH BACKUP CAPABILITY FOR DISTRIBUTED IP TELEPHONY SYSTEMS**" as fully set forth in U.S. Patent Number 7,379,540, issued on May 27, 2008.

At the time of assignment of the patent application by INVENTOR, INVENTOR was employed by ShoreTel, Inc., (hereinafter "ASSIGNEE").

INVENTOR assigned his patent rights to Shoreline Communications, Inc., a California corporation, on June 21, 2004. This assignment was recorded with the United States Patent and Trademark Office (hereinafter "PTO") on June 28, 2004 at reel and frame number 015502/0607.

Shoreline Communications, Inc. changed its name to ASSIGNEE, a California corporation having a place of business at 960 Stewart Dr., Sunnyvale CA 94085, U.S.A., on April 14, 2004. The name change was recorded with the PTO on June 30, 2005 at reel and frame number 016448/0683.

NOW THEREFORE INVENTOR hereby confirms that, for good and valuable consideration, the receipt of which is hereby acknowledged, INVENTOR did and hereby does assign his rights to ASSIGNEE.

The entire worldwide right, title and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the non-provisional application filed under 35 U.S.C. §111(a) and entitled SERVER WITH BACKUP CAPABILITY FOR DISTRIBUTED IP TELEPHONY SYSTEMS ("APPLICATION"), having a filing date of September 24, 2003, and bearing U.S. application serial number 10/671,269.

The entire worldwide right, title, and interest in and to: (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

PATENT REEL: 027450 FRAME: 0221 INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the USPTO for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature	Date of Signature
George a. Nam Bandy	12/27/11
Scott A Van Gundy	

PATENT REEL: 027450 FRAME: 0222

**RECORDED: 12/27/2011**