### 501824123 02/17/2012

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# CONVEYING PARTY DATA

Name	Execution Date
Jack Michael Horner	10/05/2011
Dirk lon Gates	10/06/2011
Bruce Anthony Miller	10/10/2011
Alexander Chernyakhovsky	10/05/2011

#### RECEIVING PARTY DATA

Name:	Xirrus, Inc.
Street Address:	2101 Corporate Center Drive
City:	Thousand Oaks
State/Country:	CALIFORNIA
Postal Code:	91320

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13222570

# CORRESPONDENCE DATA

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Correspondent Name: The Eclipse Group LLP Address Line 1: 6345 Balboa Boulevard

Address Line 2: Suite 325

Address Line 4: Encino, CALIFORNIA 91316

ATTORNEY DOCKET NUMBER:	XI10017USU
NAME OF SUBMITTER:	Jody Bellomo

Total Attachments: 2

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PATENT REEL: 027722 FRAME: 0195 OP \$40.00 13222570

Atty. Docket: XI10017USU PATENT

# **CONFIRMATORY ASSIGNMENT**

This Confirmatory Assignment ("Assignment") shall be effective as of August 31, 2011 ("Effective Date") by and between:

JACK MICHAEL HORNER; residing at 615 Camino Del Mar, Thousand Oaks, CA 91320;

DIRK ION GATES, residing at 955 Vista Ridge Lane, Westlake Village, CA 91362;

KURT KARL SAUTER, residing at 1516 El Dorado Drive, Thousand Oaks, CA 91362;

BRUCE ANTHONY MILLER, residing at 19131 Castlebay Lane, Porter Ranch, CA 91326;

ALEXANDER CHERNYAKHOVSKY, residing at 3576 Greenwood Avenue, Los Angeles, CA 90066; collectively referred to as "ASSIGNORS"; and

XIRRUS, INC., a corporation of the State of Delaware, having a principal place of business at 2101 Corporate Center Drive, Thousand Oaks, CA 91320, USA ("XIRRUS").

# 1.0 Background

- 1.1 ASSIGNORS, through their engagement for services with XIRRUS, as either employees or contractors, as the case may be, invented certain new and useful invention and/or improvement as described and set forth in an application for Letters Patent of the United States titled "SYSTEM AND METHOD FOR CONDUCTING WIRELESS SITE SURVEYS," U.S. Serial No. 13/222,570 filed on August 31, 2011, and any foreign counterpart patent application to which priority is claimed. The subject matter of their patent application shall be referred to as the "Invention."
- 1.2 XIRRUS, as employer of ASSIGNORS, owns all right, title and interest, in and to the Invention. ASSIGNORS, as consideration for their employment with XIRRUS, agreed to execute all the necessary documents in order to perfect and confirm XIRRUS' ownership in any inventions created or developed by ASSIGNORS during their employment with XIRRUS.
- 1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS are executing their Assignment in order to confirm XIRRUS' ownership in and to formally transfer to XIRRUS all right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

# 2.0 Assignment

2.1 ASSIGNORS sell, assign and transfer to XIRRUS, effective as of the Effective Date first set forth above, the full and exclusive right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States, including

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any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted.

- 2.2 ASSIGNORS also assign all of their right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent in any foreign country and the right to all current and further applications for patents for the Invention, including the right to claim International Convention priority.
- 2.3 ASSIGNORS further transfer and assign to XIRRUS all causes of action, rights, and remedies arising under any such patent or application prior to or after the Effective Date of their Agreement.
- 2.4 ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.
- 2.5 ASSIGNORS further covenant that, upon XIRRUS's request, ASSIGNORS will promptly provide XIRRUS with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNORS and ASSIGNORS will testify as to the same in any interference or litigation related to the Invention or any patent or patent application related thereto and will promptly execute and deliver to XIRRUS or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent application relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of their Assignment shall inure to the benefit of XIRRUS, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS, their heirs, legal representatives and assignees.

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