502031955 08/21/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Deterministic Networks, Inc.	08/17/2012

RECEIVING PARTY DATA

Name:	Citrix Systems, Inc.		
Street Address:	851 West Cypress Creek Road		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33309		

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	10626629	
Application Number:	12899004	

CORRESPONDENCE DATA

Fax Number: 2028243001 Phone: 202-824-3000

lwilley@bannerwitcoff.com, bwptopat@bannerwitcoff.com Email:

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

Correspondent Name: Brian J. Brisnehan Address Line 1: Banner & Witcoff, LTD Address Line 2: 1100 13th St NW; #1200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	006267.00004
NAME OF SUBMITTER:	Brian Brisnehan

Total Attachments: 5

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> **PATENT** REEL: 028820 FRAME: 0949

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NUNC PRO TUNC PATENT ASSIGNMENT

This NUNC PRO TUNC PATENT ASSIGNMENT ("Assignment"), effective as of March 27, 2008 (the "Effective Date"), is made by and between Deterministic Networks, Inc., a Delaware corporation ("Assignor"), and Citrix Systems, Inc., a Delaware corporation, having an office at 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Agreement and Plan of Merger, dated as of the Effective Date (the "Merger Agreement"), pursuant to which Assignee acquired ownership of Assignor by virtue of the merger transaction consummated pursuant to the terms thereof (the "Merger") (capitalized terms used herein without definition shall have the meaning set forth in the Merger Agreement);

WHEREAS, Assignor is, and was as of the Effective Date, partial owner of the patents and patent applications set forth on Exhibit A and incorporated by reference herein (the "Assigned Patents and Patent Applications"); and

WHEREAS, Assignor desires to transfer and assign, and to confirm the transfer and assignment, to Assignee, <u>nunc pro tunc</u> and effective as of the Effective Date, all of Assignor's right, title and interest in and to the Assigned Patents and Patent Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, and confirms the transfer and assignment to Assignee, nunc pro tunc and effective as of the Effective Date, all of Assignor's right, title and interest in and to the Assigned Patents and Patent Applications, including without limitation (i) any patent application(s) filed as a continuation, provisional, divisional, or continuation-in-part of the patent application(s) set forth on Exhibit A, patents issuing therefrom and reissues, reexaminations and extensions of such patents; (ii) any patent application(s) filed in respect of the inventions that are the subject of the invention disclosures listed in Exhibit A attached hereto; and (iii) any foreign counterpart to the patent(s) and patent application(s) set forth on Exhibit A or described in clauses (i)-(ii) (including divisionals, continuations, confirmations, additions, renewals or continuations-in-part of such patent applications), patents issuing therefrom and extensions thereof; (iv) all rights to apply for registration in foreign countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and (v) all rights. interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patents and Patent Applications, including without limitation the right to compromise, sue for and collect such profits and damages; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely as

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the same would have been held and enjoyed by Assignor if this Assignment had not been made.

- 2. <u>Recordation</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the relevant official of any foreign patent office to record ownership of the Assigned Patents and Patent Applications as the property of Assignee.
- 3. Governing Law. Any and all claims, disputes or controversies in any way arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by the laws of the State of Delaware, notwithstanding the existence of any conflict of laws principles that otherwise would dictate the application of any other state's law.
- 4. <u>Further Actions</u>. At any time after the date of this Assignment, Assignor hereby agrees that Assignor shall, and shall cause its Affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Assignment. Without limiting the foregoing, Assignor will communicate to the Assignee, its successors, legal representatives and assigns any facts known to it respecting any 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 Assignee, its successors, legal representatives and assigns to obtain and enforce proper patent protection for the improvements in the United States and in any foreign jurisdiction.
- 5. <u>Counterparts</u>. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

Name: Antonio Gomes

Title: Secretary of Deterministic Networks,

Inc.

ACKNOWLEDGMENT

STATE OF [MSM SITS]

COUNTY OF MUNICIPAL)

On Wast 17, 2012 ANTONIO G. GONES

before me, the undersigned, personally appeared personally known to

me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individua

taking acknowledgment)

LA-RAE ANN STRAWBRIDGE Notary Public

Consponses of Massachusetts My Commission Expires

April 4, 2014

ASSIGNEE:

Name: Antonio Gomes

Title: VP, Deputy General Counsel of Citrix

Systems, Inc.

ACKNOWLEDGMENT

STATE OF MASKETSONS)
:SS:
COUNTY OF No DAUSSEN

On Ascos 17, 2012 before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment)

LA-RAE ANN STRAWBRICKE Notery Public Commonwealth of Macasachusedia

enmonweeth of Maesanada My Commission Expans April 4, 2014

EXHIBIT A

Assigned Patents and Patent Applications

Citix Number	Application Number	Patent Number	Title	Filing Date
CTX-749US	10/626,629	7,818,252	Enforcement of Network Service Level Agreements	07/25/2003
CTX-749USCN	12/899,004	N/A	Enforcement of Network Service Level Agreements	10/06/2010

RECORDED: 08/21/2012

PATENT REEL: 028820 FRAME: 0954