

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT				
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name and address of the Assignee previously recorded on Reel 028398 Frame 0977. Assignor(s) hereby confirms the name of the assignee is NTH IP Corporation and the address is 5250 Meadowcreek Drive, Dunwoody, Georgia 30338.				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ivivity, Inc.</td> <td>02/20/2008</td> </tr> </tbody> </table>		Name	Execution Date	Ivivity, Inc.	02/20/2008
Name	Execution Date				
Ivivity, Inc.	02/20/2008				
RECEIVING PARTY DATA					
Name:	NTH IP Corporation				
Street Address:	5250 Meadowcreek Drive				
City:	Dunwoody				
State/Country:	GEORGIA				
Postal Code:	30338				
PROPERTY NUMBERS Total: 1					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6823425</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6823425
Property Type	Number				
Patent Number:	6823425				
CORRESPONDENCE DATA					
Fax Number:	5128538801				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Phone:	5128538800				
Email:	dddluca@intprop.com				
Correspondent Name:	Dawn DeLuca				
Address Line 1:	1120 South Capital of Texas Highway				
Address Line 2:	Building 2, Suite 300				
Address Line 4:	Austin, TEXAS 78746				
ATTORNEY DOCKET NUMBER:	6657-72000				
NAME OF SUBMITTER:	Dean M. Munyon				
<p>Total Attachments: 32 source=6823425 Corrective Cover#page1.tif</p>					

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PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	ASSIGNMENT				
CONVEYING PARTY DATA					
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Name	Execution Date				
iVivity Inc.	02/20/2008				
RECEIVING PARTY DATA					
Name:	Nth IP Inc.				
Street Address:	191 Shyrewood Drive				
City:	Lawrenceville				
State/Country:	GEORGIA				
Postal Code:	30043				
PROPERTY NUMBERS Total: 1					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6823425</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6823425
Property Type	Number				
Patent Number:	6823425				
CORRESPONDENCE DATA					
Fax Number:					
Phone:	7708764395				
Email:	evaitl@nthip.com				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>					
Correspondent Name:	Eric Vaitl				
Address Line 1:	191 Shyrewood Drive				
Address Line 4:	Lawrenceville, GEORGIA 30043				
NAME OF SUBMITTER:	Eric Vaitl				
<p>Total Attachments: 14 source=iVivity_IP_Purchase_Agreement_02192008#page1.tif source=iVivity_IP_Purchase_Agreement_02192008#page2.tif source=iVivity_IP_Purchase_Agreement_02192008#page3.tif source=iVivity_IP_Purchase_Agreement_02192008#page4.tif source=iVivity_IP_Purchase_Agreement_02192008#page5.tif source=iVivity_IP_Purchase_Agreement_02192008#page6.tif</p>					

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PATENT
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PATENT
 REEL: 030075 FRAME: 0336

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PATENT
REEL: 028398 FRAME: 0978

PATENT
REEL: 030075 FRAME: 0337

INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AGREEMENT (this "*Agreement*") is entered into, as of the Effective Date (defined below), by and between IVIVITY, INC., a Delaware corporation, with an address at PO Box 119, Bolton, MA 01740 ("*Seller*") and NTH IP Corporation, a Georgia corporation, with an address at 5250 Meadowcreek Drive, Dunwoody, GA 30338 ("*Purchaser*"). The parties hereby agree as follows:

1. BACKGROUND

- 1.1. Seller owns certain Intellectual Property.
- 1.2. Seller wishes to sell to Purchaser all right, title, and interest in such Intellectual Property.
- 1.3. Purchaser wishes to purchase from Seller all right, title, and interest in the Intellectual Property, free and clear of any restrictions, liens, claims, and encumbrances.

2. DEFINITIONS

"*Affiliate*" means, with respect to any party, any corporation or other business entity that directly or indirectly controls, is controlled by, or is under common control with such party. For the purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") as used with respect to any party, means the possession of at least fifty percent (50%) of the voting stock or other ownership interest of the other corporation or entity, or the power to direct or cause the direction of the management and policies of the corporation or other entity or the power to elect or appoint at least fifty percent (50%) of the members of the governing body of the corporation or other entity through the ownership of the outstanding voting securities or by contract or otherwise.

"*Cash Proceeds*" means (i) Net Sales of Products and (ii) Non-Royalty Cash Proceeds.

"*Effective Date*" means the date set forth as the Effective Date on the signature page of this Agreement.

"*Executed Assignment*" means the executed and notarized Assignment of Rights in *Exhibit A*.

"*Horizon*" means Horizon Technology Funding Company LLC, agrees to and acquiesces in the sale and transfer of the Intellectual Property as defined in the Agreement, as stipulated in the attached Addendum.

"*Intellectual Property*" means all of the intellectual property rights of iVivity, Inc., including patents, patent rights (and applications and registrations therefor), trademarks and service marks (and applications and registrations therefor), inventions, copyrights, mask works (and applications and registrations therefor), trade names, trade styles, software and computer

programs, source code, object code, trade secrets, methods, processes, know how, drawings, specifications, descriptions, and all memoranda, notes, and records with respect to any research and development, whether in tangible or intangible form or contained on magnetic, optical, or other media readable by machine together with all such media.

"Like-Kind Proceeds" means equity or warrants for the purchase of equity the Receiving Entity receives from a third party in consideration for any Use of the Patents. Where Purchaser receives any such equity or warrants, the Purchaser will make payments to the Seller pursuant to Section 3.4 in the same kind of proceeds. For example, if Purchaser receives 1,000 shares of voting securities of a third party in exchange for a particular Use of the Patents, pursuant to Section 3.4 Purchaser will pay Seller four percent (4%) of such 1,000 shares, and the four percent (4%) of shares received by Seller shall be subject to substantially the same voting rights, anti-dilution protection and other terms as the 1,000 shares received by the Purchaser from the third party.

"Net Sales" means the gross amount invoiced by or on behalf of Receiving Entity on sales, leases or other transfers of Products, less the following to the extent applicable on such sales, leases or transfers: (a) customary trade, quantity, or cash discounts to the extent actually allowed and taken; (b) amounts repaid or credited by reason of rejection or return; (c) any sales, value added or similar taxes, custom duties or other similar governmental charges levied on the production, sale, transportation, delivery or use of a Product that are paid by or on behalf of the Receiving Entity; (d) reasonable expenses owed to third parties and actually incurred in connection with the sale or lease of a Product, and (e) to the extent separately stated on purchase orders, invoices or other documents of sale, reasonable charges for delivery or transportation of a Product provided by third parties that are paid by or on behalf of the Receiving Entity.

"Non-Royalty Cash Proceeds" means any cash proceeds the Receiving Entity receives in consideration for any Use of the Patents, other than royalties based on Net Sales, including but not limited to proceeds received from the sale of a Patent, non-royalty income received from sublicenses, milestones and other performance payments, minimum royalties, and other cash income, less any reasonable expenses owed to third parties and actually incurred in connection with the collection of such proceeds.

"Patents" means all patents and patent applications listed on *Schedule A* and all continuation, divisional, reissues, reexaminations or extensions, registrations and confirmations thereof, all foreign counterparts thereof, and any patents resulting from any such patent applications included in the foregoing, together with all claims for damages by reason of past infringement of the aforesaid Patents with the right to sue for and collect the same.

"Patent Term" means the period of time beginning on the Effective Date and ending on the date of expiration of the last to expire of all claims in the Patents.

"Product" means any product covered generically or specifically by a Valid Claim of a Patent.

"Prosecution History Files" means all files of the Seller submitted to or received from an applicable patent office during the preparation, prosecution, and maintenance of the Patents.

"Receiving Entity" means Purchaser or its assignees.

"Use of the Patents" means any commercial exploitation of a Patent, including without limitation the provision of services covered generically or specifically by a Patent, the sale of a Product, the sale of a Patent, or the grant of sublicense, freedom to operate or other rights under a Patent.

"Valid Claim" is any claim of a Patent, which claim has not been finally revoked or finally held unenforceable, unpatentable or invalid by a decision of a court or other governmental agency of competent jurisdiction which is not appealable or has not been appealed within the time allowed for appeal, and which claim has not been abandoned, disclaimed, denied or admitted to be invalid or unenforceable through reissue, re-examination or disclaimer or otherwise.

3. PAYMENT

- 3.1. Assignment of Payments. Seller hereby assigns to Horizon any and all right to the initial purchase price and any and all right to all future royalties, Cash Proceeds, up front payments and Like-Kind Proceeds pursuant to Sections 3.2, 3.3, and 3.4 for application to indebtedness owed by Seller to Horizon. Purchaser acknowledges that the right to all payments has been assigned by Seller to Horizon. Purchaser agrees that Horizon shall have a right to enforce this agreement as a third party beneficiary as fully as if Horizon was a signatory hereto. Seller shall make payments to Horizon as provided herein.
- 3.2. Up Front Payment. Upon the execution of this Agreement, Purchaser will pay to Horizon the amount of three hundred thirty five thousand U.S. Dollars (US \$335,000.00) by wire transfer of immediately available funds.
- 3.3. Cash Proceeds. During the Patent Term, Purchaser will pay to Horizon royalties in the amount of (i) three percent (3%) of the first three hundred sixty five thousand U.S. Dollars (US \$365,000) of Cash Proceeds and (ii) four percent (4%) of all other Cash Proceeds.
- 3.4. Like-Kind Payments. During the Patent Term, Purchaser will pay to Horizon four percent (4%) of any Like-Kind Proceeds.
- 3.5. Statements and Remittance. Within thirty (30) days after the close of each calendar quarter in which any Cash Proceeds or Like-Kind Proceeds have been received by the Purchaser, or within thirty (30) days after the close of each calendar year in which no Cash Proceeds or Like-Kind Proceeds have been received, Purchaser will furnish Horizon with a statement that shows (a) all Cash Proceeds earned during such period, and (b) the total Like-Kind Proceeds earned during such period. At the time of furnishing such statement, Purchaser will remit to Horizon the amounts of Cash Proceeds and Like-Kind Proceeds owed pursuant to Sections 3.3 and 3.4, respectively.
- 3.6. Manner of Payment. Payments to be made by Purchaser to Horizon under this Agreement will be payable in the lawful currency of the United States of America and will be paid by bank wire transfer in immediately available funds to such bank account in the United States as is designated in writing by Horizon from

time to time. Any currency conversions will be based on the average of the buying and selling rate as quoted in Eastern Edition of *The Wall Street Journal* on the last business day of the reporting period. A late payment charge of one percent (1%) per month, or the maximum rate allowed by law, whichever is less, will be added to all amounts due under this Agreement if not paid when due.

- 3.7. Audit Rights. Purchaser will maintain and preserve, for at least three (3) years after the last year in which any payments are made hereunder, complete and accurate records sufficient to determine the amount of royalty payments and additional payments, due pursuant to Section 3.3 and 3.4 hereunder, in accordance with generally accepted accounting principles applied on a consistent basis. Horizon or Horizon's representatives will be permitted access to audit, inspect and copy such records at any time not more frequently than once per calendar year during normal business hours upon five (5) business days prior notice to Purchaser. If an audit of Purchaser's books by an independent certified public accountant or the Horizon's audit services department shows an underpayment to Horizon with respect to the audited period, Purchaser will promptly pay Horizon the amount of such underpayment plus interest from the date such unpaid amounts were owed to Horizon, and if such underpayment is greater than five percent (5%) of all amounts due in such audit period, then Purchaser will also promptly reimburse Horizon for all costs incurred by Horizon with respect to such audit, including reasonable travel expenses.

4. TRANSFER OF PATENTS AND ADDITIONAL RIGHTS

- 4.1. Assignment of Rights. Seller hereby sells, assigns, transfers, and conveys to Purchaser all of Seller's right, title, and interest in and to the Intellectual Property, along with the Prosecution History Files and all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) and other remedies of any kind for past, current, and future infringement of the Intellectual Property.
- 4.2. Executed Assignment. Upon the execution of this Agreement, Seller will execute and deliver to Purchaser the Executed Assignment. Purchaser may record the Executed Assignment after the Effective Date.
- 4.3. Assignment of Agreement. Notwithstanding anything in this Agreement to the contrary, the interests, rights and obligations of Horizon pursuant to this Agreement shall be assignable by Horizon without the prior consent of Purchaser. Seller shall promptly notify Purchaser of any assignment, including the identity and contact information for any assignee.

5. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows that, as of the Effective Date:

- 5.1. Seller is a corporation duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation.
- 5.2. Seller has all requisite power and authority to (i) enter into, execute, and deliver this Agreement, (ii) perform fully its obligations hereunder, and (iii) Seller asserts that this is a valid, binding obligation of Seller, enforceable in accordance with its terms except as may be limited by applicable federal or state laws.

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows that, as of the Effective Date:

- 6.1. Purchaser is a corporation duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation.
- 6.2. Purchaser has all requisite power and authority to (i) enter into, execute, and deliver this Agreement, (ii) perform fully its obligations hereunder, and (iii) Purchaser asserts that this is a valid, binding obligation of Purchaser, enforceable in accordance with its terms except as may be limited by applicable federal or state laws.

7. MISCELLANEOUS

- 7.1. Disclaimer. Except as expressly set forth in this Agreement, (i) the Intellectual Property is being sold "as is and where is" and (ii) Seller makes no, and hereby disclaims any, representation or warranty to Purchaser with respect to the Intellectual Property or the transactions contemplated hereby, including without limitation any warranty of validity, merchantability, or fitness for a particular purpose or non-infringement. Without limiting the generality of the foregoing, the Seller makes no representation or warranty, express or implied, as to the validity or utility of the Patents, the status of any issued patents or any applications for patents, whether transfer documentation executed by Seller is sufficient to transfer title to the Patents, or whether the manufacture, development or commercialization of the Products or use of the Patents infringes the rights of others.
- 7.2. Limitation on Consequential Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE

PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

- 7.3. Costs. Each Party hereby agrees that any and all costs associated with the execution of transfer documentation under their control are the responsibility of such Party. It is expressly understood that the Purchaser will assume responsibility for all costs of transfer and recording the change of ownership of the Patents.
- 7.4. Governing Law; Venue/Jurisdiction. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Georgia, without reference to its choice of law principles to the contrary.
- 7.5. Notices. All notices given hereunder will be given in writing (in English or with an English translation), will refer to Purchaser and to this Agreement and will be delivered to the address set forth below by (i) personal delivery, (ii) delivery postage prepaid by an internationally-recognized express courier service:

If to Purchaser
NTH Corporation
5250 Meadowcreek Drive
Dunwoody, GA 30338
Attn: Brian Anderson

If to Seller
Barry Kallander on behalf of
IVIVITY, INC.
PO Box 119, Bolton, MA
01740
barry@kallandergroup.com
Attn: Barry Kallander

If to Horizon
Horizon Technology Funding
Company LLC
76 Batterson Park Road
Farmington, CT 06032
Attn: Robert D. Pomeroy, Jr.

Notices are deemed given on (a) the date of receipt if delivered personally or by express courier or (b) if delivery refused, the date of refusal. Notice given in any other manner will be deemed to have been given only if and when received at the address of the person to be notified. Either party may from time to time change its address for notices under this Agreement by giving the other party written notice of such change in accordance with this paragraph.

- 7.6. Relationship of Parties. The parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.
- 7.7. Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.
- 7.8. Waiver. Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this

Agreement or any other agreement that may be in place between the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

- 7.9. Miscellaneous. This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions. Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in a writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement.
- 7.10. Persons Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors, and assigns.
- 7.11. No Liability of Officers and Directors. The parties hereto acknowledge that the individuals executing this Agreement on behalf of the Seller and Purchaser, respectively, do so on behalf of such entities and not in their individual capacities. As such no officer, director, employee or agent of Seller and Purchaser shall have any liability hereunder.
- 7.12. Counterparts; Electronic Signature; Delivery Mechanics. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Each party will execute and promptly deliver to the other parties a copy of this Agreement bearing the original signature. Prior to such delivery, in order to expedite the process of entering into this Agreement, the parties acknowledge that a Transmitted Copy of this Agreement will be deemed an original document. "*Transmitted Copy*" means a copy bearing a signature of a party that is reproduced or transmitted via email of a .pdf file, photocopy, facsimile, or other process of complete and accurate reproduction and transmission.

In witness whereof, intending to be legally bound, the parties have executed this Patent Purchase Agreement as of the Effective Date.

SELLER:

IVIVITY, INC

By: [Signature]

Name: Barry Kallander

Title: President

PURCHASER:

NTH Corporation

By: [Signature]

Name: Ben Adams

Title: CEO

Effective Date: FEB 19, 2008

ADDENDUM

Horizon Technology Funding Company LLC is a secured creditor of IVIVITY, INC. Horizon has reviewed the attached Agreement. Horizon agrees to and acquiesces in the sale and transfer of the Intellectual Property as defined in the Agreement and upon receipt of the initial purchase price hereby releases IVIVITY, INC. from any claims that Horizon might otherwise have on the Intellectual Property. Additionally, upon receipt of the initial purchase price, Horizon shall take all necessary actions and file the necessary documents to cancel its lien against the Intellectual Property.

HORIZON TECHNOLOGY FUNDING
COMPANY LLC, BY HORIZON TECHNOLOGY
FINANCE LLC ITS SOLE MEMBER

By: ROBERT D. POMEROY, JR.
Name: ROBERT D. POMEROY, JR.
Position: MANAGING MEMBER
Date: FEBRUARY 11, 2008

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, IVIVITY, INC., a Delaware Corporation with an address at PO Box 119, Bolton, MA 01740, ("Assignor"), does hereby sell, assign, transfer, and convey unto NTH Corporation, a Georgia corporation, with an address at 5250 Meadowcreek Drive, Dunwoody, GA 30338 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all (i) of the patents and patent applications set forth on *Schedule A* (entitled "Patents to be Assigned"), along with all continuation, divisional, reissues, reexaminations or extensions, registrations, confirmations and foreign counterparts of any of the foregoing, and all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing items, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding and (ii) all of the other intellectual property listed in *Schedule B* together with the associated goodwill.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 3:00 pm
February 20, 2008.

ASSIGNOR:

IVIVITY, INC.

By: 

Name: Barry Kallander

Title: President

(Signature MUST be notarized)

Assigned Patents and Applications

No.	Title	Filed	Status	Patent #	Serial #	Provisional #
1	RAID 6	16-Oct-02	Granted	6,823,425	10/272,070	60/345,040
2	Virtualization Apps Access to Hardware	2-May-03	Granted	7,093,038	10/428,638	60/345,1
3	Storage Network Processor	19-Nov-03	Utility		10/717,175	60/427,593
4	SCSI Control Block Interface	5-Mar-04	Granted	6,952,743	10/794,894	60/453,478
5	TOE #1	12-Nov-04	Utility		10/962,840	60/583,310
6	CRC	30-Aug-04	Utility		10/930,878	
7	Code Relocator	31-Aug-05	Utility		11/211,844	60/605,864
8	Memory Map Page Register	20-Sep-05	Utility		11/230,846	60/611,719
9	Sockets Interface Using Messaging	7-Nov-05	Utility		11/268,329	60/626,337
10	Mutex	6-Dec-05	Utility		11/295,001	60/633,508
11	Multi-Pipelining	6-Dec-05	Utility		11/295,070	60/633,479
12	TOE #2	20-Dec-04	Utility		11/018,088	60/583,310
13	TOE #3	20-Dec-04	Utility		11/018,103	60/583,310
14	TOE #4	20-Dec-04	Utility		11/018,093	60/583,310
15	TOE #5	20-Dec-04	Utility		11/018,284	60/583,310
16	TCP Window Calculator	30-Dec-04	Utility		11/026,202	60/583,310
17	DMA in Processor Pipelines	6-Jan-06	Utility		11/327609	60/641,795
18	LLM	27-Jan-06	Utility		11/341825	60/647,706
19	Embedded XOR	28-Apr-06	Utility		11/413,825	60/676,237
20	Zero Copy Sockets	13-Jun-06	Utility		11/451,058	60/689,882
21	Data Steering	13-Jun-06	Utility		11/189,493	
22	iSCSI Accelerator (NOSE)	7-Aug-06	Utility		11/500,069	60/706,362
23	Firmware Verification	11-Jul-06	Utility		11/484,428	60/700,207
24	Memory Allocation for Point in Time Apps (Snap Shot)	8-Aug-06	Utility		11/500,621	60/706,298
25	Firmware Error Recovery	7-Aug-06	Utility		11/499,965	60/706,387
26	I/O Plan Scheme	9-Aug-06	Utility		11/501,430	60/706855
27	Processor Profiling	9-Aug-06	Utility		11/501,438	60/706,808
28	Dynamic Mapping	8-Aug-06	Utility		11/500,595	60/708,588

Schedule A

No.	Title	Filed	Status	Patent #	Serial #	Provisional #
29	Protocol Agnostic Management Interface	9-Aug-06	Utility		11/501,435	60/707,034
30	RPC Header-Data Split	10-Aug-06	Utility		11/502,154	60/707,116
31	Zero Copy Receive/Transmit	9-Aug-06	Utility		11/501,437	60/706,967
32	TCP Protocol Acceleration	10-Aug-06	Utility		11/502,155	60/706,927
33	Optimized Protocol Acceleration	10-Aug-06	Utility		11/502,167	60/706,927
34	Network Filter Using Tagging	10-Aug-06	Utility		11/502,165	60/706,954
35	Managing Exception States	10-Aug-06	Utility		11/502,166	60/707,023
36	Message Switching	10-Aug-06	Utility		11/502,105	60/706,927
37	Connection Management in Hardware	10-Aug-06	Utility		11/502,102	60/706,927
38	Transport Layer Control	10-Aug-06	Utility		11/502,104	60/706,928
39	TCP Acknowledgement Acceleration	10-Aug-06	Utility		11/502,107	60/707,044
40	TCP Retransmission Acceleration	10-Aug-06	Utility		11/502,106	60/706,986
41	TCP Segment Analyzer	10-Aug-06	Utility		11/502,315	60/707,135
42	TCP Exception Generation	10-Aug-06	Utility		11/502,103	60/707,045
43	TOE to iSCSI Interface	9-Nov-05	Utility		11/595,022	60/735,238
44	Sequencing RST	1-Dec-05	Utility		11/607,028	60/741,199
45	iSCSI error recovery	17-Jan-07	Utility		11/654,257	60/759,324
46	Caching Implementation	23-Feb-07	Utility		11/678,328	60/776,130
47	VAAPI Continuation	22-Jun-06	Utility		11/472,677	
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49	Intelligent Switch Module	28-Jun-06	Utility		11/770,724	60/817,028
50	Pipelined DMA	18-Dec-06				60/875,482
51	Federated File System	21-Feb-07				60/890,900

Assigned Non-Patent IP

All TCP and iSCSI state machines; (ii) all other processing state machines; (iii) maskworks, all netlists, RTL code, test vectors, layouts, ASIC documentation, schematic diagrams, state diagrams, functional specifications, (iv) all firmware and software copyrights, and all (v) trademarks and domain names, and (vi) all other Intellectual Property.

INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AGREEMENT (this “*Agreement*”) is entered into, as of the Effective Date (defined below), by and between IVIVITY, INC., a Delaware corporation, with an address at PO Box 119, Bolton, MA 01740 (“*Seller*”) and NTH IP Corporation, a Georgia corporation, with an address at 5250 Meadowcreek Drive, Dunwoody, GA 30338 (“*Purchaser*”). The parties hereby agree as follows:

1. BACKGROUND

- 1.1. Seller owns certain Intellectual Property.
- 1.2. Seller wishes to sell to Purchaser all right, title, and interest in such Intellectual Property.
- 1.3. Purchaser wishes to purchase from Seller all right, title, and interest in the Intellectual Property, free and clear of any restrictions, liens, claims, and encumbrances.

2. DEFINITIONS

“*Affiliate*” means, with respect to any party, any corporation or other business entity that directly or indirectly controls, is controlled by, or is under common control with such party. For the purposes of this definition, the term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) as used with respect to any party, means the possession of at least fifty percent (50%) of the voting stock or other ownership interest of the other corporation or entity, or the power to direct or cause the direction of the management and policies of the corporation or other entity or the power to elect or appoint at least fifty percent (50%) of the members of the governing body of the corporation or other entity through the ownership of the outstanding voting securities or by contract or otherwise.

“*Cash Proceeds*” means (i) Net Sales of Products and (ii) Non-Royalty Cash Proceeds.

“*Effective Date*” means the date set forth as the Effective Date on the signature page of this Agreement.

“*Executed Assignment*” means the executed and notarized Assignment of Rights in *Exhibit A*.

“*Horizon*” means Horizon Technology Funding Company LLC, agrees to and acquiesces in the sale and transfer of the Intellectual Property as defined in the Agreement, as stipulated in the attached Addendum.

“*Intellectual Property*” means all of the intellectual property rights of iVivity, Inc., including patents, patent rights (and applications and registrations therefor), trademarks and service marks (and applications and registrations therefor), inventions, copyrights, mask works (and applications and registrations therefor), trade names, trade styles, software and computer

programs, source code, object code, trade secrets, methods, processes, know how, drawings, specifications, descriptions, and all memoranda, notes, and records with respect to any research and development, whether in tangible or intangible form or contained on magnetic, optical, or other media readable by machine together with all such media.

"Like-Kind Proceeds" means equity or warrants for the purchase of equity the Receiving Entity receives from a third party in consideration for any Use of the Patents. Where Purchaser receives any such equity or warrants, the Purchaser will make payments to the Seller pursuant to Section 3.4 in the same kind of proceeds. For example, if Purchaser receives 1,000 shares of voting securities of a third party in exchange for a particular Use of the Patents, pursuant to Section 3.4 Purchaser will pay Seller four percent (4%) of such 1,000 shares, and the four percent (4%) of shares received by Seller shall be subject to substantially the same voting rights, anti-dilution protection and other terms as the 1,000 shares received by the Purchaser from the third party.

"Net Sales" means the gross amount invoiced by or on behalf of Receiving Entity on sales, leases or other transfers of Products, less the following to the extent applicable on such sales, leases or transfers: (a) customary trade, quantity, or cash discounts to the extent actually allowed and taken; (b) amounts repaid or credited by reason of rejection or return; (c) any sales, value added or similar taxes, custom duties or other similar governmental charges levied on the production, sale, transportation, delivery or use of a Product that are paid by or on behalf of the Receiving Entity; (d) reasonable expenses owed to third parties and actually incurred in connection with the sale or lease of a Product, and (e) to the extent separately stated on purchase orders, invoices or other documents of sale, reasonable charges for delivery or transportation of a Product provided by third parties that are paid by or on behalf of the Receiving Entity.

"Non-Royalty Cash Proceeds" means any cash proceeds the Receiving Entity receives in consideration for any Use of the Patents, other than royalties based on Net Sales, including but not limited to proceeds received from the sale of a Patent, non-royalty income received from sublicenses, milestones and other performance payments, minimum royalties, and other cash income, less any reasonable expenses owed to third parties and actually incurred in connection with the collection of such proceeds.

"Patents" means all patents and patent applications listed on *Schedule A* and all continuation, divisional, reissues, reexaminations or extensions, registrations and confirmations thereof, all foreign counterparts thereof, and any patents resulting from any such patent applications included in the foregoing, together with all claims for damages by reason of past infringement of the aforesaid Patents with the right to sue for and collect the same.

"Patent Term" means the period of time beginning on the Effective Date and ending on the date of expiration of the last to expire of all claims in the Patents.

"Product" means any product covered generically or specifically by a Valid Claim of a Patent.

"Prosecution History Files" means all files of the Seller submitted to or received from an applicable patent office during the preparation, prosecution, and maintenance of the Patents.

"Receiving Entity" means Purchaser or its assignees.

"Use of the Patents" means any commercial exploitation of a Patent, including without limitation the provision of services covered generically or specifically by a Patent, the sale of a Product, the sale of a Patent, or the grant of sublicense, freedom to operate or other rights under a Patent.

"Valid Claim" is any claim of a Patent, which claim has not been finally revoked or finally held unenforceable, unpatentable or invalid by a decision of a court or other governmental agency of competent jurisdiction which is not appealable or has not been appealed within the time allowed for appeal, and which claim has not been abandoned, disclaimed, denied or admitted to be invalid or unenforceable through reissue, re-examination or disclaimer or otherwise.

3. PAYMENT

- 3.1. Assignment of Payments. Seller hereby assigns to Horizon any and all right to the initial purchase price and any and all right to all future royalties, Cash Proceeds, up front payments and Like-Kind Proceeds pursuant to Sections 3.2, 3.3, and 3.4 for application to indebtedness owed by Seller to Horizon. Purchaser acknowledges that the right to all payments has been assigned by Seller to Horizon. Purchaser agrees that Horizon shall have a right to enforce this agreement as a third party beneficiary as fully as if Horizon was a signatory hereto. Seller shall make payments to Horizon as provided herein.
- 3.2. Up Front Payment. Upon the execution of this Agreement, Purchaser will pay to Horizon the amount of three hundred thirty five thousand U.S. Dollars (US \$335,000.00) by wire transfer of immediately available funds.
- 3.3. Cash Proceeds. During the Patent Term, Purchaser will pay to Horizon royalties in the amount of (i) three percent (3%) of the first three hundred sixty five thousand U.S. Dollars (US \$365,000) of Cash Proceeds and (ii) four percent (4%) of all other Cash Proceeds.
- 3.4. Like-Kind Payments. During the Patent Term, Purchaser will pay to Horizon four percent (4%) of any Like-Kind Proceeds.
- 3.5. Statements and Remittance. Within thirty (30) days after the close of each calendar quarter in which any Cash Proceeds or Like-Kind Proceeds have been received by the Purchaser, or within thirty (30) days after the close of each calendar year in which no Cash Proceeds or Like-Kind Proceeds have been received, Purchaser will furnish Horizon with a statement that shows (a) all Cash Proceeds earned during such period, and (b) the total Like-Kind Proceeds earned during such period. At the time of furnishing such statement, Purchaser will remit to Horizon the amounts of Cash Proceeds and Like-Kind Proceeds owed pursuant to Sections 3.3 and 3.4, respectively.
- 3.6. Manner of Payment. Payments to be made by Purchaser to Horizon under this Agreement will be payable in the lawful currency of the United States of America and will be paid by bank wire transfer in immediately available funds to such bank account in the United States as is designated in writing by Horizon from

time to time. Any currency conversions will be based on the average of the buying and selling rate as quoted in Eastern Edition of *The Wall Street Journal* on the last business day of the reporting period. A late payment charge of one percent (1%) per month, or the maximum rate allowed by law, whichever is less, will be added to all amounts due under this Agreement if not paid when due.

- 3.7. Audit Rights. Purchaser will maintain and preserve, for at least three (3) years after the last year in which any payments are made hereunder, complete and accurate records sufficient to determine the amount of royalty payments and additional payments, due pursuant to Section 3.3 and 3.4 hereunder, in accordance with generally accepted accounting principles applied on a consistent basis. Horizon or Horizon's representatives will be permitted access to audit, inspect and copy such records at any time not more frequently than once per calendar year during normal business hours upon five (5) business days prior notice to Purchaser. If an audit of Purchaser's books by an independent certified public accountant or the Horizon's audit services department shows an underpayment to Horizon with respect to the audited period, Purchaser will promptly pay Horizon the amount of such underpayment plus interest from the date such unpaid amounts were owed to Horizon, and if such underpayment is greater than five percent (5%) of all amounts due in such audit period, then Purchaser will also promptly reimburse Horizon for all costs incurred by Horizon with respect to such audit, including reasonable travel expenses.

4. TRANSFER OF PATENTS AND ADDITIONAL RIGHTS

- 4.1. Assignment of Rights. Seller hereby sells, assigns, transfers, and conveys to Purchaser all of Seller's right, title, and interest in and to the Intellectual Property, along with the Prosecution History Files and all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) and other remedies of any kind for past, current, and future infringement of the Intellectual Property.
- 4.2. Executed Assignment. Upon the execution of this Agreement, Seller will execute and deliver to Purchaser the Executed Assignment. Purchaser may record the Executed Assignment after the Effective Date.
- 4.3. Assignment of Agreement. Notwithstanding anything in this Agreement to the contrary, the interests, rights and obligations of Horizon pursuant to this Agreement shall be assignable by Horizon without the prior consent of Purchaser. Seller shall promptly notify Purchaser of any assignment, including the identity and contact information for any assignee.

5. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows that, as of the Effective Date:

- 5.1. Seller is a corporation duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation.
- 5.2. Seller has all requisite power and authority to (i) enter into, execute, and deliver this Agreement, (ii) perform fully its obligations hereunder, and (iii) Seller asserts that this is a valid, binding obligation of Seller, enforceable in accordance with its terms except as may be limited by applicable federal or state laws.

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows that, as of the Effective Date:

- 6.1. Purchaser is a corporation duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation.
- 6.2. Purchaser has all requisite power and authority to (i) enter into, execute, and deliver this Agreement, (ii) perform fully its obligations hereunder, and (iii) Purchaser asserts that this is a valid, binding obligation of Purchaser, enforceable in accordance with its terms except as may be limited by applicable federal or state laws.

7. MISCELLANEOUS

- 7.1. Disclaimer. Except as expressly set forth in this Agreement, (i) the Intellectual Property is being sold "as is and where is" and (ii) Seller makes no, and hereby disclaims any, representation or warranty to Purchaser with respect to the Intellectual Property or the transactions contemplated hereby, including without limitation any warranty of validity, merchantability, or fitness for a particular purpose or non-infringement. Without limiting the generality of the foregoing, the Seller makes no representation or warranty, express or implied, as to the validity or utility of the Patents, the status of any issued patents or any applications for patents, whether transfer documentation executed by Seller is sufficient to transfer title to the Patents, or whether the manufacture, development or commercialization of the Products or use of the Patents infringes the rights of others.
- 7.2. Limitation on Consequential Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE

PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

- 7.3. Costs. Each Party hereby agrees that any and all costs associated with the execution of transfer documentation under their control are the responsibility of such Party. It is expressly understood that the Purchaser will assume responsibility for all costs of transfer and recording the change of ownership of the Patents.
- 7.4. Governing Law; Venue/Jurisdiction. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Georgia, without reference to its choice of law principles to the contrary.
- 7.5. Notices. All notices given hereunder will be given in writing (in English or with an English translation), will refer to Purchaser and to this Agreement and will be delivered to the address set forth below by (i) personal delivery, (ii) delivery postage prepaid by an internationally-recognized express courier service:

If to Purchaser
NTH Corporation
5250 Meadowcreek Drive
Dunwoody, GA 30338
Attn: Brian Anderson

If to Seller
Barry Kallander on behalf of
IVIVITY, INC.
PO Box 119, Bolton, MA
01740
barry@kallandergroup.com
Attn: Barry Kallander

If to Horizon
Horizon Technology Funding
Company LLC
76 Batterson Park Road
Farmington, CT 06032
Attn: Robert D. Pomeroy, Jr.

Notices are deemed given on (a) the date of receipt if delivered personally or by express courier or (b) if delivery refused, the date of refusal. Notice given in any other manner will be deemed to have been given only if and when received at the address of the person to be notified. Either party may from time to time change its address for notices under this Agreement by giving the other party written notice of such change in accordance with this paragraph.

- 7.6. Relationship of Parties. The parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.
- 7.7. Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.
- 7.8. Waiver. Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this


Agreement or any other agreement that may be in place between the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

- 7.9. Miscellaneous. This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions. Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in a writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement.
- 7.10. Persons Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors, and assigns.
- 7.11. No Liability of Officers and Directors. The parties hereto acknowledge that the individuals executing this Agreement on behalf of the Seller and Purchaser, respectively, do so on behalf of such entities and not in their individual capacities. As such no officer, director, employee or agent of Seller and Purchaser shall have any liability hereunder.
- 7.12. Counterparts; Electronic Signature; Delivery Mechanics. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Each party will execute and promptly deliver to the other parties a copy of this Agreement bearing the original signature. Prior to such delivery, in order to expedite the process of entering into this Agreement, the parties acknowledge that a Transmitted Copy of this Agreement will be deemed an original document. *“Transmitted Copy”* means a copy bearing a signature of a party that is reproduced or transmitted via email of a .pdf file, photocopy, facsimile, or other process of complete and accurate reproduction and transmission.

In witness whereof, intending to be legally bound, the parties have executed this Patent Purchase Agreement as of the Effective Date.

SELLER:

IVIVITY, INC

By: 

Name: Barry Kallander

Title: President

PURCHASER:

NTH Corporation

By: 

Name: Brian Adams

Title: CEO

Effective Date: FEB 19, 2008

ADDENDUM

Horizon Technology Funding Company LLC is a secured creditor of IVIVITY, INC. Horizon has reviewed the attached Agreement. Horizon agrees to and acquiesces in the sale and transfer of the Intellectual Property as defined in the Agreement and upon receipt of the initial purchase price hereby releases IVIVITY, INC. from any claims that Horizon might otherwise have on the Intellectual Property. Additionally, upon receipt of the initial purchase price, Horizon shall take all necessary actions and file the necessary documents to cancel its lien against the Intellectual Property.

HORIZON TECHNOLOGY FUNDING
COMPANY LLC, BY HORIZON TECHNOLOGY
FINANCE LLC ITS SOLE MEMBER
By: ROBERT D. POMEROY, JR.
Name: ROBERT D. POMEROY, JR.
Position: MANAGING MEMBER
Date: FEBRUARY 11, 2008

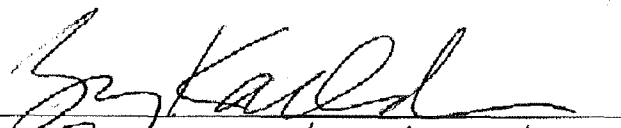
ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, IVIVITY, INC., a Delaware Corporation with an address at PO Box 119, Bolton, MA 01740, ("Assignor"), does hereby sell, assign, transfer, and convey unto NTH Corporation, a Georgia corporation, with an address at 5250 Meadowcreek Drive, Dunwoody, GA 30338 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all (i) of the patents and patent applications set forth on *Schedule A* (entitled "Patents to be Assigned"), along with all continuation, divisional, reissues, reexaminations or extensions, registrations, confirmations and foreign counterparts of any of the foregoing, and all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing items, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding and (ii) all of the other intellectual property listed in *Schedule B* together with the associated goodwill.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 3:00 pm
February 20, 2008.

ASSIGNOR:

IVIVITY, INC.

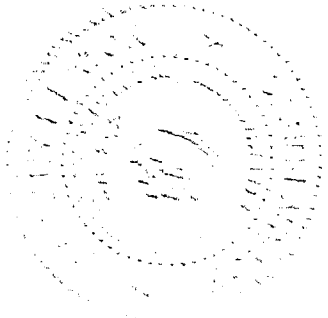
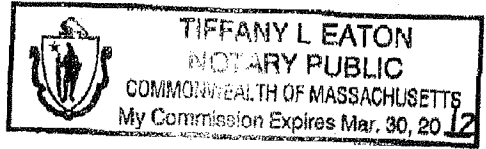
By: 
Name: Barry Kallander
Title: President
(Signature MUST be notarized)

STATE OF
Massachusetts)
COUNTY OF) ss.
Worcester)

On Feb. 20, 2008, before me, Tiffany Eaton,
Notary Public in and for said State, personally appeared Barry Kallander,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature Tiffany Eaton (Seal)



Assigned Patents and Applications

No.	Title	Filed	Status	Patent #	Serial #	Provisional #
1	RAID 6	16-Oct-02	Granted	6,823,425	10/272,070	60/345,040
2	Virtualization Apps Access to Hardware	2-May-03	Granted	7,093,038	10/428,638	60/345,1
3	Storage Network Processor	19-Nov-03	Utility		10/717,175	60/427,593
4	SCSI Control Block Interface	5-Mar-04	Granted	6,952,743	10/794,694	60/453,478
5	TOE #1	12-Nov-04	Utility		10/962,840	60/583,310
6	CRC	30-Aug-04	Utility		10/930,878	
7	Code Relocator	31-Aug-05	Utility		11/211,844	60/605,864
8	Memory Map Page Register	20-Sep-05	Utility		11/230,846	60/611,719
9	Sockets Interface Using Messaging	7-Nov-05	Utility		11/268,329	60/626,337
10	Mutex	6-Dec-05	Utility		11/295,001	60/633,508
11	Multi-Pipelining	6-Dec-05	Utility		11/295,070	60/633,479
12	TOE #2	20-Dec-04	Utility		11/018,088	60/583,310
13	TOE #3	20-Dec-04	Utility		11/018,103	60/583,310
14	TOE #4	20-Dec-04	Utility		11/018,093	60/583,310
15	TOE #5	20-Dec-04	Utility		11/018,284	60/583,310
16	TCP Window Calculator	30-Dec-04	Utility		11/026,202	60/583,310
17	DMA in Processor Pipelines	6-Jan-06	Utility		11/327609	60/641,795
18	LLM	27-Jan-06	Utility		11/341825	60/647,706
19	Embedded XOR	28-Apr-06	Utility		11/413,825	60/676,237
20	Zero Copy Sockets	13-Jun-06	Utility		11/451,058	60/689,882
21	Data Steering	13-Jun-05	Utility		11/189,493	
22	iSCSI Acceleraton (NOSE)	7-Aug-06	Utility		11/500,069	60/706,362
23	Firmwate Verification	11-Jul-06	Utility		11/484,428	60/700,207
24	Memory Allocation for Point in Time Apps (Snap Shot)	8-Aug-06	Utility		11/500,621	60/706,298
25	Firmware Error Recovery	7-Aug-06	Utility		11/499,965	60/706,387
26	I/O Plan Scheme	9-Aug-06	Utility		11/501,436	60/706855
27	Processor Profiling	9-Aug-06	Utility		11/501,438	60/706,808
28	Dynamic Mapping	8-Aug-06	Utility		11/500,595	60/706,568

Schedule A

No.	Title	Filed	Status	Patent #	Serial #	Provisional #
29	Protocol Agnostic Management Interface	9-Aug-06	Utility		11/501,435	60/707,034
30	RPC Header-Data Split	10-Aug-06	Utility		11/502,154	60/707,116
31	Zero Copy Receive/Transmit	9-Aug-06	Utility		11/501,437	60/706,967
32	TCP Protocol Acceleration	10-Aug-06	Utility		11/502,155	60/706,927
33	Optimized Protocol Acceleration	10-Aug-06	Utility		11/502,167	60/706,927
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50	Pipelined DMA	18-Dec-06				60/875,492
51	Federated File System	21-Feb-07				60/890,900

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