

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3335073

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RIVERBED TECHNOLOGY, INC.	04/29/2015
RECEIVING PARTY DATA	
Name:	BROCADE COMMUNICATIONS SYSTEMS, INC.
Street Address:	130 HOLGER WAY
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95134
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	13530740
Application Number:	11124830
Application Number:	13410689
Application Number:	13874044
Application Number:	61912271
Application Number:	61699730
Application Number:	12137126
Application Number:	14511983
PCT Number:	US1468102
Application Number:	14327187
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	prosecutiondocketing@paulhastings.com
Correspondent Name:	PAUL HASTINGS LLP
Address Line 1:	P.O. BOX 919092
Address Line 4:	SAN DIEGO, CALIFORNIA 92191-9092
ATTORNEY DOCKET NUMBER:	92493.00004
NAME OF SUBMITTER:	LAURA C. YIP

SIGNATURE:	/Laura C. Yip/
DATE SIGNED:	04/30/2015
Total Attachments: 8 source=Project Stream - Patent Assignment - Brocade as Assignee(81774634_1)#page1.tif source=Project Stream - Patent Assignment - Brocade as Assignee(81774634_1)#page2.tif source=Project Stream - Patent Assignment - Brocade as Assignee(81774634_1)#page3.tif source=Project Stream - Patent Assignment - Brocade as Assignee(81774634_1)#page4.tif source=Project Stream - Patent Assignment - Brocade as Assignee(81774634_1)#page5.tif source=Project Stream - Patent Assignment - Brocade as Assignee(81774634_1)#page6.tif source=Project Stream - Patent Assignment - Brocade as Assignee(81774634_1)#page7.tif source=Project Stream - Patent Assignment - Brocade as Assignee(81774634_1)#page8.tif	

PATENT ASSIGNMENT

This Patent Assignment (this "*Assignment*") is made and entered into as of April 29, 2015, by and between Brocade Communications Systems, Inc., a Delaware corporation ("*Assignee*") and Riverbed Technology, Inc., a Delaware corporation ("*Assignor*").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement entered into on February 4, 2015 (the "*Asset Purchase Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor, various assets, including without limitation, the patents and patent applications set forth on Schedule A hereto and described below;

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such patents and patent applications; and

WHEREAS, such patents and patent applications are transferred in addition to the patents and patent applications acquired by Assignee from Assignor pursuant to the Patent Assignment entered into on March 3, 2015;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Asset Purchase Agreement, and for other good and valuable consideration, including one dollar (\$1 USD), the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the patents and the patent applications set forth on Schedule A (the "*Patents*"), the inventions disclosed therein, and all future patents that may issue from the Patents throughout the world, and all foreign counterparts, divisionals, continuations in whole or in part, reexaminations, reissues or extensions of any of the preceding (collectively "*Future Patents*"), and the right to claim priority to any of the preceding, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Patent and Future Patents after the Closing, causes of actions, claims for damages, and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Patents and Future Patents, and the right to sue for and collect such past, present and future damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ISSUANCE OF FUTURE PATENTS.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the Future Patents to

Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. **ASSISTANCE.** Assignor agrees, without charge to Assignee, to assist Assignee in perfecting Assignee's right, title and interest throughout the world in all Patents and Future Patents, and the intellectual property rights therein assigned to Assignee hereunder (it being understood that Assignee shall be solely responsible for any filing fees and related costs associated with the recordation of any assignments associated with any of the foregoing). Such assistance may include execution of documents, including applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such right, title and interest in Assignee. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed to perfect the transfer of ownership of the Patents and Future Patents, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute and file such documents, with the same legal force and effect as if executed by Assignor. Assignor agrees to provide such assistance and cooperation as Assignee may reasonably request in connection with Assignee's prosecution of any patent applications included in the Patents (including appeals in connection therewith), including providing documents and materials in the possession or control of Assignor and making the named inventors in any of the patent applications reasonably available to Assignee upon reasonable prior notice and if such inventors remain employed by Assignor or any of its Affiliates at the time of Assignor's receipt of such written notice from Assignee, all of the obligations set forth in this sentence being at the expense of Assignee, other than those obligations relating to patent applications which are pending as of the date of this Assignment, which obligations will be at the expense of Assignor. In addition, Assignor agrees to make reasonably available, upon reasonable prior written notice and at Assignee's sole expense, (i) any of the named inventors in any of the Patents, and (ii) any of the individuals who authored any of original works of authorship included in the Transferred Technology or Transferred Intellectual Property Assets, in each case, who are employed by Assignor or any of its Affiliates at the time of Assignor's receipt of such written notice from Assignee, for the purpose of providing such assistance and cooperation in the re-examination, enforcement, or defense of any Patents or Future Patents or the enforcement or defense of the copyrights in such original works of authorship, including testifying in any legal or re-examination proceedings involving enforcement or defense by Assignee of such intellectual property rights and signing lawful papers and making all lawful oaths in connection therewith.

4. **GENERAL.**

4.1 **Severability.** In the event that any one or more of the provisions contained in this Assignment or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Assignment and any other application thereof shall not in any way be affected or impaired thereby; *provided, however*, that to the extent permitted by applicable law, any invalid, illegal, or unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Assignment.

4.2 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Assignment may not be amended, modified or supplemented except by written agreement of the parties.

4.3 Entire Agreement. The terms of the Asset Purchase Agreement, including but not limited to the representations, warranties, covenants, agreements and indemnities of Seller (as defined in the Asset Purchase Agreement) relating to the Patents and Future Patents, are incorporated herein by this reference. All capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings set forth in the Asset Purchase Agreement. Nothing in this Assignment shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under, contemplated by or pursuant to the Asset Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4.4 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

4.5 Choice of Law. This Assignment shall be governed, construed, and enforced in accordance with the Laws of the State of Delaware without regard to the conflicts of law principles thereof.

4.6 Venue. Any and all actions brought in court shall be filed in the state or federal district court located in Delaware and the parties specifically consent and submit to the jurisdiction and venue of each such state or federal court. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth in the Asset Purchase Agreement shall be effective service of process for any action with respect to any matters to which it has submitted to jurisdiction in this Section 4.6. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action arising out of this Assignment in any such court, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action brought in any such court has been brought in an inconvenient forum.

4.7 Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile or other electronic means), each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or other electronic means shall be effective as delivery of an originally executed counterpart to this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignor"

Riverbed Technology, Inc.,
a Delaware corporation

By: _____

Name: Jerry Kennelly

Title: Chief Executive Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

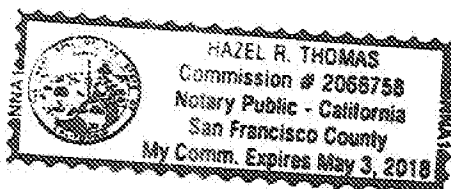
On April 29, 2015, before me, Hazel R. Thomas, personally appeared Jerry Kennelly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

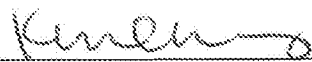


[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignee"

Brocade Communications Systems, Inc.,
a Delaware corporation

By: 
Name: Ken Cheng
Title: CTO and Senior Vice President, Corporate
Development and Emerging Business

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

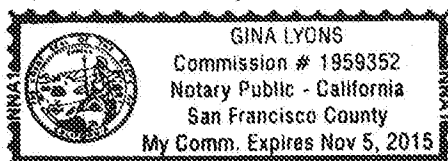
On April 29, 2015, before me, Gina Lyons, Notary Public, personally appeared Ken Cheng, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



[SIGNATURE PAGE TO PATENT ASSIGNMENT]

PATENT
REEL: 035542 FRAME: 0019

SCHEDULE A

PATENTS

Jurisdiction	Appl. No.	Publ/Patent No.	Title	Owner / Assignee
EP	11250733.0		Apparatus for Routing Requests	Riverbed Technology, Inc.
GB	1108801.0		Apparatus for Routing Requests	Riverbed Technology, Inc.
GB	0509335.6	2413868	Communicating Between a Server and Clients	Riverbed Technology, Inc.
GB	1202229.9	GB 2 499 981	Controlling the operation of a traffic manager	Riverbed Technology, Inc.
US	13/530,740		Controlling the operation of server computers	Riverbed Technology, Inc.
GB	1110862.8		Controlling the operation of server computers	Riverbed Technology, Inc.
US	11/124,830	US20050265317	Managing the flow of data traffic	Riverbed Technology, Inc.
US	13/410,689		Method and System for Transmitting Data over One or more Networks	Riverbed Technology, Inc.
US	13/874,044		Method and Apparatus for a Durable, Portable and Deterministic Multi-Part Resource	Riverbed Technology, Inc.
CA	2648997		Method for Providing Web Application Security	Riverbed Technology, Inc.
DE		DE 60 2007 019 808.9	Method for Providing Web Application Security	Riverbed Technology, Inc.
US	61/912,271		Method for transparently intercepting requests	Riverbed Technology, Inc.
US	61/699,730		Method of Constructing a Multi-Part Resource	Riverbed Technology, Inc.
NZ	566291		METHODS AND DEVICES FOR POST PROCESSING RENDERED WEB PAGES AND HANDLING REQUESTS OF POST PROCESSED WEB PAGES	Riverbed Technology, Inc.

PATENT

REEL: 035542 FRAME: 0020

Jurisdiction	Appl. No.	Publ./Patent No.	Title	Owner / Assignee
US	12/137,126		METHODS AND DEVICES FOR POST PROCESSING RENDERED WEB PAGES REQUESTS OF POST PROCESSED WEB PAGES	Riverbed Technology, Inc.
EP	11250733.0		Monitoring Connections	Riverbed Technology, Inc.
GB	1014367.5		Monitoring Connections	Riverbed Technology, Inc.
US	14/511,983		PREDICTIVE PRIORITIZED SERVER PUSH OF RESOURCES	Riverbed Technology, Inc.
GB	1117827.4		Routing Network Traffic	Riverbed Technology, Inc.
EP	8252966.0		Supplying Data Files to Requesting Stations	Riverbed Technology, Inc.
EP	08252682.3		System and Method for Serving Web Pages	Riverbed Technology, Inc.
GB	05092556		Tolerating Failure of Traffic Management Systems	Riverbed Technology, Inc.
PCT/US	PCT/US14/68102		TRANSPARENTLY INTERCEPTING AND OPTIMIZING RESOURCE REQUESTS	Riverbed Technology, Inc.
US	14/327,187		TRANSPARENTLY INTERCEPTING AND OPTIMIZING RESOURCE REQUESTS	Riverbed Technology, Inc.