

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3735737

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	DISSOLUTION	
CONVEYING PARTY DATA		
Name		Execution Date
SPINNAKER NETWORKS, LLC		03/27/2013
RECEIVING PARTY DATA		
Name:	NETAPP, INC.	
Street Address:	495 EAST JAVA DRIVE	
City:	SUNNYVALE	
State/Country:	CALIFORNIA	
Postal Code:	94089	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Patent Number:	6671773	
Patent Number:	7590798	
Patent Number:	7917693	
Patent Number:	8032697	
Patent Number:	8195875	
Patent Number:	8429341	
Patent Number:	7127565	
Patent Number:	6938184	
Patent Number:	7380158	
Patent Number:	7302520	
Patent Number:	7454567	
Patent Number:	7805568	
CORRESPONDENCE DATA		
Fax Number:	(512)710-8326	
<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:	uspto@gilliamip.com	
Correspondent Name:	GILLIAM IP PLLC (NETAPP)	
Address Line 1:	7200 NORTH MOPAC	
Address Line 2:	SUITE 440	
Address Line 4:	AUSTIN, TEXAS 78731	

PATENT

NAME OF SUBMITTER:	MELISSA R LUCAS
SIGNATURE:	/Melissa R. Lucas/
DATE SIGNED:	02/11/2016
Total Attachments: 7 source=Spinnaker Networks Inc. AWC 3.27.13#page1.tif source=Spinnaker Networks Inc. AWC 3.27.13#page2.tif source=Spinnaker Networks Inc. AWC 3.27.13#page3.tif source=Spinnaker Networks Inc. AWC 3.27.13#page4.tif source=Spinnaker Networks Inc. AWC 3.27.13#page5.tif source=Spinnaker Networks Inc. AWC 3.27.13#page6.tif source=Spinnaker Networks Inc. AWC 3.27.13#page7.tif	

SPINNAKER NETWORKS, INC.

**ACTION BY WRITTEN CONSENT
OF THE SOLE STOCKHOLDER**

Pursuant to Section 228 of the Delaware General Corporation Law and the bylaws of Spinnaker Networks, Inc., a Delaware corporation (the "**Company**"), the undersigned, being the sole holder of the Company's outstanding stock, hereby takes the following actions by written consent.

Winding Up and Dissolution of the Company

RESOLVED: That the sole stockholder of the Company hereby elects that the Company be wound up and dissolved in accordance with the terms of the Plan of Dissolution and Liquidation (the "**Plan**") in substantially the form attached as Exhibit A and hereby consents to such winding up and dissolution (the "**Dissolution**")

RESOLVED FURTHER: That the sole stockholder of the Company hereby approves and adopts the Plan, together with such appropriate changes and revisions, in consultation with the Company's legal counsel, are deemed appropriate by the Company's officers and directors.

RESOLVED FURTHER: That the officers of the Company are authorized and directed to sign and verify certificates evidencing the election to wind up and dissolve the Company and to cause such certificates, as applicable and as may be required by law, to be filed in the offices of the Delaware Secretary of State, the California Secretary of State, the New Jersey Treasurer, the New York Secretary of State, the Pennsylvania Secretary of State and the Texas Secretary of State.

RESOLVED FURTHER: That the officers and directors of the Company are authorized, empowered, and directed to execute and deliver all documents and to do all other things that are necessary or advisable to carry out the Dissolution and the related Plan.

Omnibus Resolutions

RESOLVED: That the directors and officers of the Company are authorized and empowered to take any and all such further action as may be deemed necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted.

RESOLVED FURTHER: That the officers of the Company be, and each of them hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the Company or such officer, as any such officer may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such officer to be conclusive evidence of his or her authorization hereunder and approval thereof.

RESOLVED FURTHER: That any and all actions taken by the directors and officers of the Company to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

(Signature page follows)

This action by written consent shall be effective as of the date the Company receives the requisite consent of the Company's sole stockholder. Any copy, facsimile or other reliable reproduction of this action by written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction is a complete reproduction of the entire original writing.

Stockholder:

NETAPP, INC.

By: 

Name: MATTHEW TAWCETT

Title: GENERAL COUNSEL

3/27/13

Date

EXHIBIT A
PLAN OF DISSOLUTION AND LIQUIDATION

PLAN OF DISSOLUTION AND LIQUIDATION

OF

SPINNAKER NETWORKS, INC.

This Plan of Dissolution and Liquidation (the "Plan") is intended to accomplish the complete dissolution and liquidation of Spinnaker Networks, Inc., a Delaware corporation (the "Company"), in accordance with the Delaware General Corporation Law (the "DGCL"), as follows:

1. **Effective Date.** The sole holder of the Company's stock (the "Stockholder") has authorized this Plan by written consent (the "Consent"), and this Plan shall constitute the adopted Plan of the Company as of the date of the Consent (the "Adoption Date").
2. **Cessation of Business Activities.** After the Adoption Date, the Company shall not engage in any business activities except to the extent necessary to preserve the value of its assets, wind up its business affairs, and distribute its assets in accordance with this Plan. No later than thirty (30) days following the Adoption Date, the Company shall file Forms 966, 1120, and 941, as required, with the Internal Revenue Service.
3. **Continuing Employees and Consultants.** For the purpose of effecting the dissolution of the Company, the Company shall hire or retain, at the discretion of the Board, such employees and consultants as the Board deems necessary or desirable to supervise the dissolution.
4. **Distribution Process.** From and after the Adoption Date, the Company shall complete the following corporate actions:
 - (a) **Dissolution of Subsidiary.** The Company shall take all action required to accomplish the dissolution and termination of its subsidiary, Spinnaker Networks, LLC, a Delaware limited liability company ("Sub"), in accordance with the Delaware Limited Liability Company Act (the "DLLCA"). The Company shall, among any other actions required pursuant to the DLLCA and the Operating Agreement of Sub, (i) authorize the dissolution of Sub, (ii) carry out the winding up of Sub's affairs, including the distribution of any assets in the capital account to the Company and (iii) file with the Secretary of State of the State of Delaware the Certificate of Cancellation.
 - (b) **Payment of Obligations.** The Company shall satisfy or, as determined by the Board, make reasonable provision for the satisfaction of, all legally enforceable claims and obligations of the Company, including the payment of any severance, retention and other compensation claims, all contingent, conditional or unmatured claims known to the Company, all claims which are known to the Company but for which the identity of the claimant is unknown and all claims not yet known but which are likely to arise or become known to the Company. Such valid claims shall be paid in full and any such provision for payment shall be made in full if there are sufficient assets; otherwise, such claims and obligations shall be paid or provided for according to priority and, among claims of equal priority, ratably to the extent of assets legally available therefor.
 - (c) **Distributions to the Stockholder.** The Company shall distribute to the Stockholder all available cash, including the cash proceeds of any sale, exchange or disposition, and any other assets, property, or other assets of the Company; *provided, however*, that such cash, property or other assets as are required for paying or making reasonable provision for the claims and obligations of the Company (referenced in Section 4(a) above) including, without limitation, tax

obligations, all expenses related to the sale of the Company's property and assets, all expenses related to the collection and defense of the Company's property and assets, and all obligations related to the dissolution provided for in this Plan shall not be distributed to the Stockholder. Such distribution to the Stockholder may occur all at once or in a series of distributions and shall be in cash or assets, in such amounts, and at such time or times, as the Board in its absolute discretion, may determine.

5. **Cancellation of Stock.** Any distributions to the Stockholder pursuant to this Plan shall be in complete redemption and cancellation of all of the outstanding capital stock of the Company. As a condition to receipt of any distribution to the Stockholder, the Board, in its absolute discretion, may require the Stockholder to (i) surrender its certificates, if any, evidencing the capital stock to the Company or its agents for recording of such distributions thereon or (ii) furnish the Company with evidence satisfactory to the Board of the loss, theft or destruction of their certificates evidencing the capital stock, together with such surety bond or other security or indemnity as may be required by and satisfactory to the Board. The Company will finally close its stock transfer books and discontinue recording transfers of capital stock on the date on which the Company files its Certificate of Dissolution under the DGCL (following any post-dissolution continuation period thereunder), and thereafter certificates representing capital stock of the Company will not be assignable or transferable on the books of the Company except by will, intestate succession, or operation of law.
6. **Certificate of Dissolution.** After the Adoption Date, the officers of the Company shall, at such time as the Board, in its absolute discretion, deems necessary, appropriate or desirable, obtain any certificates required from the tax authorities in Delaware, California, New Jersey, New York, Pennsylvania and Texas, and, upon obtaining such certificates, the Company shall (i) file with the Secretary of State of the State of Delaware a Certificate of Dissolution in accordance with the DGCL, (ii) file with the Secretary of State of the State of California a Certificate of Surrender in accordance with the provisions of Section 2112 of the California Corporations Code, (iii) file with the Treasurer of the State of New Jersey a Certificate of Withdrawal in accordance with the New Jersey Business Corporation Act, (iv) file with the Secretary of State of the State of New York a Certificate of Termination of Existence in accordance with the New York Business Corporation Law, (v) file with the Secretary of State of the State of Pennsylvania an Application for Termination of Authority in accordance with the Pennsylvania Secretary of State and (vi) file with the Secretary of State of the State of Texas a Certificate of Withdrawal of Registration in accordance with the Texas Business Organizations Code.
7. **Expenses of Dissolution.** In connection with and for the purposes of implementing and assuring completion of this Plan, the Company may, in the absolute discretion of the Board, pay any brokerage, agency, professional and other fees and expenses of persons rendering services to the Company in connection with the collection, sale, exchange or other disposition of the Company's property and assets and the implementation of this Plan.
8. **Compensation.** In connection with and for the purpose of implementing and assuring completion of this Plan, the Company may, in the absolute discretion of the Board, pay the Company's officers, directors, employees, agents and representatives, or any of them, compensation or additional compensation above their regular compensation, including pursuant to severance and retention agreements, in money or other property, in recognition of the extraordinary efforts they, or any of them, will be required to undertake, or actually undertake, in connection with the implementation of this Plan. Adoption of this Plan shall constitute the approval of the Company's Stockholder of the payment of any such compensation.
9. **Indemnification.** The Company shall continue to indemnify its officers, directors, employees, agents and representatives in accordance with its Certificate and Bylaws and any contractual arrangements, for

the actions taken in connection with this Plan and the winding up of the affairs of the Company. The Board, in its absolute discretion, is authorized to obtain and maintain insurance as may be necessary or appropriate to cover the Company's obligations hereunder.

10. **Modification or Abandonment of the Plan.** Notwithstanding authorization or consent to this Plan and the transactions contemplated hereby by the Stockholder, the Board may modify, amend or abandon this Plan and the transactions contemplated hereby without further action by the Stockholder to the extent permitted by the DGCL.
11. **Authorization.** The Board is hereby authorized, without further action by the Stockholder, to do and perform or cause the officers of the Company, subject to approval of the Board, to do and perform, any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind which are deemed necessary, appropriate or desirable, in the absolute discretion of the Board, to implement this Plan and the transaction contemplated hereby, including, without limiting the foregoing, all filings or acts required by any state or federal law or regulation to wind up its and Sub's affairs.