

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4454052

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GREGORY S. ORZELL	12/18/2016
JOHN FUNGE	12/12/2015
DAVID CHEN	12/01/2015
RECEIVING PARTY DATA	
Name:	NETFLIX, INC.
Street Address:	100 WINCHESTER CIRCLE
City:	LOS GATOS
State/Country:	CALIFORNIA
Postal Code:	95032
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15619365
CORRESPONDENCE DATA	
Fax Number:	(408)715-1201
<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>	
Phone:	408-715-1200
Email:	kcruz@artegislaw.com, algdocketing@artegislaw.com
Correspondent Name:	ARTEGIS LAW GROUP, LLP / NETFLIX
Address Line 1:	7710 CHERRY PARK DRIVE SUITE T #104
Address Line 4:	HOUSTON, TEXAS 77095
ATTORNEY DOCKET NUMBER:	NETF0055USC1C1
NAME OF SUBMITTER:	JOHN C. CAREY
SIGNATURE:	/John C. Carey/
DATE SIGNED:	06/09/2017
Total Attachments: 6	
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**ASSIGNMENT FOR APPLICATION FOR PATENT
WITH DECLARATION STATEMENT**

WHEREAS:

Gregory S. ORZELL, residing at
131 Corwin Street, #2
San Francisco, Ca 94114

John FUNGE, residing at
1162 Crandano Ct.
Sunnyvale, CA 94087

David CHEN, residing at
766 Harrison Street, Unit 305
San Francisco, CA 94107

(hereinafter referred to as Assignors), have invented a certain invention entitled:

UPSTREAM FAULT DETECTION

enclosed herewith or for which application for Letters Patent in the United States under Application No.14/584,174, filed on December 29, 2014, and

WHEREAS, Netflix, Inc., a corporation of the State of Delaware, having a place of business at 100 Winchester Circle, Los Gatos, CA 95032 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a conventional, division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, conventional,

divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. I hereby authorize and request my attorneys, Artega Law Group, LLP, to insert above in parentheses (Application No. and Filing Date) the filing date and application number of said application when known.

6. This declaration is directed to the attached application, or (if following box is checked):

United States application or PCT international application number
14/584,174 file December 29, 2015

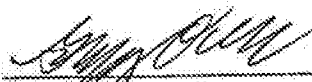
As a below named inventor, I hereby declare that:

The above-identified application was made or authorized to be made by me;

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application; and

I acknowledge that any willful false statement made in this declaration is punishable under section 1001 of title 18 by fine or imprisonment of not more than 5 years, or both.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) 12-18, 2016 
Gregory S. Orzell

2) _____, 2016 _____
John FUNGE

3) _____, 2016 _____
David CHEN

**ASSIGNMENT FOR APPLICATION FOR PATENT
WITH DECLARATION STATEMENT**

WHEREAS:

Names and Addresses of Inventors:

1)	Gregory ORZELL 131 Corwin Street # 2 San Francisco, CA 94114	2)	John FUNGE 1162 Crandano Ct. Sunnyvale, CA 94087
3)	David CHEN 3719 16th St. San Francisco, CA 94114	4)	,

(hereinafter referred to as Assignors), have invented a certain invention entitled:

UPSTREAM FAULT DETECTION

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December 29, 2014 under Serial No. 14/584,174; and

WHEREAS, **NETFLIX, INC.**, a a corporation of the State of Delaware, having a place of business at 100 Winchester Circle, Los Gatos, CA 95032 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

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2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, conventional, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings

involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. In the event that the filing date and/or Application No. of said Invention are not entered above at the time Assignors execute this document, and if such information is deemed necessary, Assignors hereby authorize and request the attorney/agent(s) of **Patterson & Sheridan, LLP**, to insert above the filing date and/or Application No. of said application.

6. This declaration is directed to the attached application, or (if following box is checked):

☐ United States application or PCT international application number
 14/584,174 filed on December 29, 2014 .

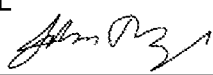
As a below named inventor, I hereby declare that:

The above-identified application was made or authorized to be made by me;

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application; and

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IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)	_____ (DATE)	_____ Gregory ORZELL
2)	Dec 12 2015 (DATE)	 _____ John FUNGE
3)	_____ (DATE)	_____ David CHEN

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involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

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1)	_____ (DATE)	_____
		Gregory ORZELL
2)	_____ (DATE)	_____
		John FUDGE
3)	<u>12/1/15</u> (DATE)	_____
		David CHEN