

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Rothschild *et al.*

Appl. No. 08/896,797

Filed: July 18, 1997

For: **Server-Group Messaging System  
for Interactive Applications**



Art Unit: 2315

Examiner: Maung, Z.

Atty. Docket: 1719.0050001

COPY

**Revocation of Prior Power of Attorney and Appointment of New  
Attorneys of Record**

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

The undersigned, having express authority to represent **Mpath Interactive, Inc.**, the assignee of the entire right, title, and interest in the above-captioned application, by assignment filed at the U.S. Patent and Trademark Office on **02/01/1996** and recorded at **reel 7861, frame 0413** (copy enclosed), hereby revokes all powers of attorney heretofore given in the above-captioned application and appoints as his attorneys Robert Greene Sterne, Registration No. 28,912; Edward J. Kessler, Registration No. 25,688; Jorge A. Goldstein, Registration No. 29,021; Samuel L. Fox, Registration No. 30,353; David K.S. Cornwell, Registration No. 31,944; Robert W. Esmond, Registration No. 32,893; Tracy-Gene G. Durkin, Registration No. 32,831; Michele A. Cimbala, Registration No. 33,851; Michael B. Ray, Registration No. 33,997; Robert E. Sokohl, Registration No. 36,013; and Eric K. Steffe, Registration No. 36,688, with full power of substitution, association, and revocation, to prosecute said application and to transact all business in the United States Patent and Trademark Office connected therewith.

The undersigned hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send all correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.  
1100 New York Avenue, N.W.  
Suite 600  
Washington, D.C. 20005-3934.

Direct telephone calls to (202) 371-2600.

FOR: Mpath Interactive, Inc.

SIGNATURE: Brian A. Apgar

BY: Brian Apgar

TITLE: Executive Vice President of Development

DATE: 7/28/98

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SKGF Rev. 1/27/98 dcw

Certificate Under 37 C.F.R. § 3.73(b)

COPY

Applicant(s): Jeffrey J. Rothschild et al.

Application No: 08/896,797

Filed: July 18<sup>th</sup>, 1997

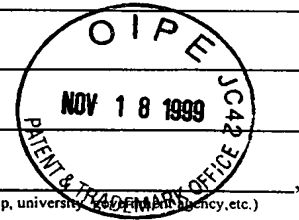
For: Server-Group Messaging System for Interactive Applications

Mpath Interactive

(Name of Assignee)

, a Corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)



certifies that it is an assignee of the patent application identified above by virtue of either:

A. ☒ An Assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel 7861, Frame 0413, or for which a copy thereof is attached.

[or]

B. ☐ A chain of title from the inventor(s) of the patent application identified above to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
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☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 7/24/98

Name: Brian Apgar

Title: Executive Vice President of Development

Signature: Brian A. Apgar

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SKGF Rev. 1/26/98 dcw

**ASSIGNMENT**

WHEREAS, the undersigned,

Daniel Joseph Samuel  
1248 Van Dyck Drive  
Sunnyvale, CA 94087

Marc Peter Kwiatkowski  
347 Massol Avenue, #108  
Los Gatos, CA 95030-7234

and

Jeffrey Jackiel Rothschild  
15560 Old Ranch Road  
Los Gatos, CA 95030

**DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION**

hereinafter termed "Inventors", have invented certain new and useful improvements in

**SERVER-GROUP MESSAGING SYSTEM FOR INTERACTIVE APPLICATIONS**

as filed herewith; and

WHEREAS, Mpath Interactive Inc., a corporation of the State of California, having a place of business at 10455-A Bandy Drive, Cupertino, California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention 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 the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of 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, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

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

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

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of California )

County of Santa Clara

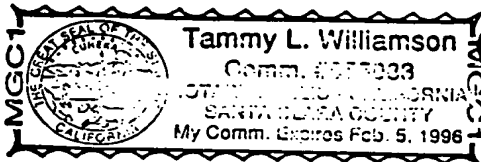
On 1-30, 1996, before me, Tammy L. Williamson  
personally appeared Daniel Joseph Samuel,

☐ 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 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.

*Daniel Joseph Samuel*  
Daniel Joseph Samuel

1/30/96  
Date

WITNESS my hand and official seal.



*Tammy L. Williamson*  
(Notary Public)



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