

04-24-1998

FORM PTO-1595(Modified)



2 SHEET

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

100693611

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):  
**Carey Nachenberg**  
*MRD 4-1-98*  
 Additional name(s) of conveying party(ies) attached?  
 Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other: \_\_\_\_\_  
 Execution Date: April 16, 1998

2. Name and address of receiving party(ies):  
 Name: **Symantec Corporation**  
 Internal Address:  
 Street Address: **10201 Torre Avenue**  
 City: **Cupertino**  
 State: **CA** Zip: **95014**  
 Additional name(s) & address(es) attached?  
 Yes  No



4. Application number(s) or patent number(s): **09 062,516**  
 If this document is being filed together with a new application, the execution date of the application is: April 16, 1998

A. Patent Application No.(s): \_\_\_\_\_ B. Patent No.(s): \_\_\_\_\_

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **Steven D. Young, Esq.**  
 Internal Address: **Fenwick & West LLP**  
 Street Address: **Two Palo Alto Square**  
 City: **Palo Alto** State: **CA** Zip Code: **94306**

6. Total number of applications and patents involved: [1]  
 7. Total fee (37 CFR 3.41): **\$40.00**  
 Enclosed  
 Fee Transmittal Enclosed  
 8. Deposit Account No.: 19-2555

DO NOT USE THIS SPACE

04/23/1998 TSTOKES 00000001 09062516

9. Statement and signature:  
**04 FC:501 40.00 OP**  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
**Steven D. Young, Reg. No. P-43,300**  
 Attorney, Reg. No. \_\_\_\_\_  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Date **4/17/98**

Total number of pages including cover sheet, attachments, documents: [ 2 ]

Mail documents to be recorded with required cover sheet information to:  
Box Assignment, Commissioner For Patents and Trademarks  
Washington, D.C. 20231

Case Docket No.: 3227

PATENT  
REEL: 9112 FRAME: 0750

20423-03227/7383

**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Symantec Corporation, a Delaware corporation, having a place of business at 10201 Torre Avenue, Cupertino, California 95014 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the application for United States Letters Patent entitled: **PATCHING REBASED AND REALIGNED EXECUTABLE FILES ("APPLICATION")**, which:

- is to be filed herewith
- was filed on \_\_\_\_\_, 199 , now bearing U.S. serial number 08/\_\_\_\_\_ and for which a Declaration was executed by INVENTOR on the date(s) below; and

2. The entire worldwide right, title, and interest in and to:  
(a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications which have been or may be filed in the United States or elsewhere in the world; and (c) any patents which may be granted on the applications set forth in (a) and (b) above.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature	Date of Signature	Date Declaration Executed By This Person
<u>Carey Nachenberg</u>	<u>4/16</u> , 1998	<u>4/16</u> , 1998

State of CALIFORNIA  
County of LOS ANGELES

On APRIL 16, 1998 before me, GARY L. SPARKS personally appeared Carey Nachenberg 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.

Notary Seal



Gary L. Sparks  
Notary

PATENT 20423-03227/738191