

meo
7-15-98

07-24-1998



100774841

Docket No.: 1760.2.8A

PT

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

PTO
09/15/98
07/15/98

Tab settings → → → ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copies.

1. Name of conveying party(ies):

Niel Orcutt

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: PowerQuest Corporation

Address: 1359 N. Research Way, Building K

City: Orem

State/Prov.: Utah

Country: USA

ZIP: 84097

Additional name(s) & address(es)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: July 14, 1998

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: July 15, 1998

Patent Application No.

Filing date

B. Patent No.(s)

07/23/1998 DCOATES 00000171 032640 09115196
01 FC:581 40.00 CH

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John W.L. Ogilvie

Registration No. 37,987

Address: Computer Law++

8 East Broadway, Suite 725

City: Salt Lake City

State/Prov.: Utah

Country: USA

ZIP: 84111

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00 E

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

03-2640

DO NOT USE THIS SPACE

9. Statement and signature.

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.

John W.L. Ogilvie

Name of Person Signing

Signature

3

Date

Total number of pages including cover sheet, attachments, and

ASSIGNMENT & AGREEMENT

Docket No.: 1760.2.8A

I, Niel Orcutt, of 1025 East 500 South, Pleasant Grove, Utah 84062, have invented a method and apparatus entitled IN-PLACE DISK PARTITION CANONIZATION AND STORAGE OPTIMIZATION, hereinafter called the "invention."

Preferred embodiments of the invention are disclosed in United States provisional patent application serial no. 60/054,269, filed in the United States Patent and Trademark Office ("USPTO") on July 30, 1997, and in a United States patent application identified as File No. 1760.2.8A of the law firm of Computer Law++, 8 East Broadway, Suite 725, Salt Lake City, Utah 84111, filed in the USPTO as Serial No. _____ on _____.
(I hereby authorize Computer Law++ to insert the serial number and filing date when known.)

The Assignee, PowerQuest Corporation, a corporation of the State of Utah, having a principal place of business at 1359 N. Research Way, Building K, Orem, Utah, 84097, desires more clearly to secure the entire right, title and interest in the invention. In consideration of \$1.00 and other good and valuable consideration paid to me by the Assignee, the receipt and sufficiency of which I hereby acknowledge, and with no reliance on any promise or representation made to me by or on behalf of the Assignee, I HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in the invention (including subject matter disclosed but not claimed), all copyright and trade secret rights in embodiments or designs for the invention or any portion thereof, all rights in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of the application, or reissues or extensions of Letters Patent or Patents granted thereon, including all applications specifically identified by number herein and all applications for which the present application claims a benefit or is claimed for benefit under 35 U.S.C. § 119 or § 120, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on the invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

I hereby authorize the Assignee to file patent or copyright applications on the invention in any country in its own name or otherwise as the Assignee sees fit. I hereby authorize and request the United States Commissioner of Patents and Trademarks, and other intellectual property officials in this and foreign countries as are duly authorized by their laws to issue patents or copyright registrations, to issue any and all patents and registrations on the invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the Assignee, its successors, assigns and legal representatives.

I hereby agree, without further consideration and without expense to me, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of me to make this Assignment & Agreement fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent and copyright applications on the invention, and all lawful documents requested by the Assignee to further the prosecution of any of such

PATENT


REEL: 9329 FRAME: 0812

applications.

Cooperation to the best of my ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement or interference or other legal proceedings involving the invention; faithful communication to the Assignee of all facts known to me relating to the invention and the history thereof; and generally, taking all reasonable steps which the Assignee shall request to aid in securing, maintaining, and enforcing protection for the invention and to vest title in the Assignee to the invention and all applications, patents, copyrights, and trade secrets based on the invention.

This Assignment & Agreement is effective as of the earliest patent application filing date noted above. It is not intended to supersede, supplant, rescind, or waive any right, title or interest conveyed to Assignee by me, under any prior conveyance, agreement, or operation of law, including without restriction rights created or conveyed by virtue of my employment by the Assignee. It is not conditioned or based on any future act to be performed by the Assignee.

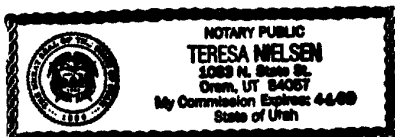
This Assignment & Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, all of which together are one and the same instrument. I warrant that to the best of my knowledge my contribution to the invention does not and will not infringe anyone's rights. This Assignment & Agreement is governed by the laws of the United States and the State of Utah, and any dispute arising from it will be heard in Utah. Even if part of this Assignment & Agreement is found unenforceable, the remaining parts are enforceable. A failure to exercise rights under this Assignment & Agreement does not mean those rights are waived. This Assignment & Agreement shall be binding upon my heirs and legal representatives.


Niel Orcutt
1025 East 500 South
Pleasant Grove, Utah 84062

STATE OF Utah)
COUNTY OF Utah) §

On this 14 day of July, 1998, personally appeared before me Niel Orcutt, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.

S
E
A
L



 NOTARY PUBLIC
4-1-99 COMMISSION EXPIRATION