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07-27-1998

SHEET



To the Honorable Commissioner of P

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Attached original documents or copy thereof

MRO 7-17-98

1518 U.S. PTO  
09/11/98  
07/17/98

1. Name of conveying party(ies):  
  
Phillip M. Adams  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Novell, Inc.  
Internal Address: M/S PRV-D121  
  
Street Address: 122 East 1700 South  
  
City: Provo State: UT ZIP: 84606  
Additional names(s) & address(es) attached? Yes  No

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

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: July 17, 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: A. John Pate, MADSON & METCALF  
Internal Address: \_\_\_\_\_  
  
Street Address: 170 South Main Street, Suite 950  
  
City: Salt Lake City State: UT ZIP: 84101

6. Total number of applications and patents involved:   
7. Total fee (37 CFR 3.41) ..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
13-0763  
(Attach duplicate copy of this page if paying by deposit account)

07/22/1998  
43 FC:501 44.00 SP

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.*  
  
A. John Pate \_\_\_\_\_ July 17, 1998  
Name of Person Signing \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Total number of pages including cover sheet, attachments, and document:

## A S S I G N M E N T

Docket No.: 1613.2.37.3

I, Phillip M. Adams, of 1466 Chandler Drive, Salt Lake City, Utah 84103, have invented a method and apparatus entitled CACHE FENCING FOR INTERPRETIVE ENVIRONMENTS, hereinafter called the "invention."

Preferred embodiments of said invention are disclosed in a United States patent application executed concurrently herewith by me and now identified as File No. 1613.2.37.3 of the law firm of Madson & Metcalf, 950 Wells Fargo Plaza, 170 South Main Street, Salt Lake City, Utah 84101, and filed in the United States Patent and Trademark Office as Serial No. \_\_\_\_\_ on \_\_\_\_\_. (I hereby authorize the attorneys of Madson & Metcalf to insert said serial number and filing date when known.)

The Assignee, Novell, Inc., a corporation of the State of Delaware, having a principal place of business at 122 East 1700 South, M/S PRV-D121, Provo, Utah 84606-6194, desires to secure the entire right, title and interest in said 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, I HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention, in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of said application, all previously filed provisional applications for which the present application seeks the benefit of an earlier filing date under 35 U.S.C. § 120, all reissues or extensions of Letters Patent or Patents granted thereon, 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 said 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 and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behoof of the said 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 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 applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of my ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

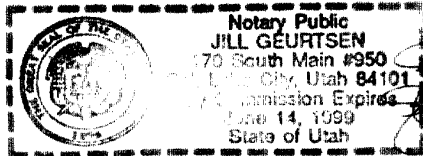
This assignment and agreement shall be binding upon my heirs and legal representatives.

*Phillip M. Adams*  
Phillip M. Adams  
1466 Chandler Drive  
Salt Lake City, Utah 84103

STATE OF Utah )  
COUNTY OF Salt Lake ) §

On this 16 day of July, 1998, personally appeared before me Phillip M. Adams, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment, and acknowledged that he/she executed the same.

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*Jill Geurtsen* NOTARY PUBLIC  
June 14, 1999 COMMISSION EXPIRATION