

02-11-1999

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

RECORDED



100963989

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

1. Name of conveying party(ies):

Richard S. Sadowsky, Henri J. Isenberg, Rowan Trollope

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other: _____

Execution Date: 8/10/98, 8/31/98, 8/31/98

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):

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

A. Patent Application No.(s):

09/149,527

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Trinidad Arriola-Kern**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

9. Statement and signature:

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document.***Trinidad Arriola-Kern, P-44,012**

Attorney, Reg. No.

Signature

Feb. 1999

Date

Total number of pages including cover sheet, attachments, documents: [5]

Mail documents to be recorded with required cover sheet information to:
Box Assignment, Commissioner For Patents and Trademarks
Washington, D.C. 20231Case Docket No.: **2915 US****PATENT**
REEL: 9749 FRAME: 0539

02/10/1999 JWA/TKINS 00000054 09149527 40.00 01 FC:501

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: **BOOT FAILURE RECOVERY ("APPLICATION")**, which:

☒ is to be filed herewith

☐ was filed on _____, 199_, now bearing U.S. serial number 09/_____
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:

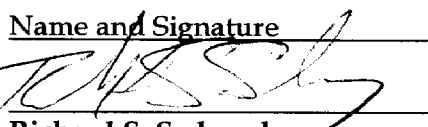
(a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications which have been or may be filed in the United States or elsewhere in the world; and (c) any patents which may be granted on the applications set forth in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

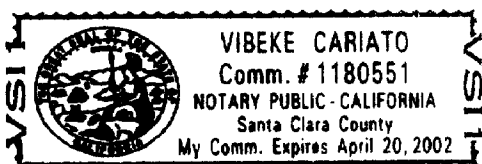
This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
 Richard S. Sadowsky	August 10, 1998	August 10, 1998

State of California
County of Santa Clara

On August 10, 1998 before me, Vibeke Cariato
personally appeared Richard S. Sadowsky and personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Notary Seal




Notary

Re:
Title: **Boot Failure Recovery**
Filed: (if applicable)
Serial No.: (if applicable)

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
<u>Henri J. Isenberg</u>	<u>,1998</u>	<u>,1998</u>

State of _____
County of _____

On _____ before me, _____
personally appeared **Henri J. Isenberg** and personally known to me or proved to me on the basis of
satisfactory evidence to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same in their authorized capacity, and that by their signatures
on the instrument the persons, or the entity upon behalf of which the persons acted, executed the
instrument.

Notary Seal

Notary

<u>Name and Signature</u> <u>Rowan Trollope</u>	<u>Date of Signature</u> <u>,1998</u>	<u>Date Declaration Executed By This Person</u> <u>,1998</u>
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State of _____
County of _____

On _____ before me, _____
personally appeared **Rowan Trollope** and personally known to me or proved to me on the basis of
satisfactory evidence to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same in their authorized capacity, and that by their signatures
on the instrument the persons, or the entity upon behalf of which the persons acted, executed the
instrument.

Notary Seal

Notary

ASSIGNMENT

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☒ is to be filed herewith

☐ was filed on _____, 199_, now bearing U.S. serial number 09/_____
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.

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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.

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
_____ Richard S. Sadowsky	_____, 1998	_____, 1998

State of _____
County of _____

On _____ before me, _____
personally appeared Richard S. Sadowsky and personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Notary Seal

Notary

Title of Document: ASSIGNMENT

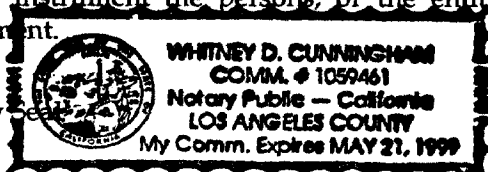
Re:
 Title: **Boot Failure Recovery**
 Filed: (if applicable)
 Serial No.: (if applicable)

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
<u>Henri J. Isenberg</u> Henri J. Isenberg	<u>Aug. 31, 1998</u>	<u>Aug. 31, 1998</u>

State of California
 County of Los Angeles

On August 31, 1998 before me, Whitney D. Cunningham, ^{notary public}
 personally appeared Henri J. Isenberg and ~~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 they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Notary Seal



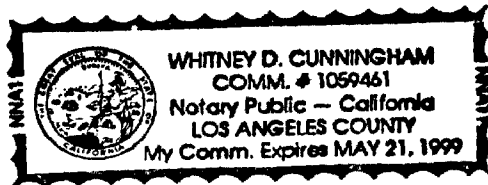
Notary

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
<u>Rowan Trollope</u> Rowan Trollope	<u>8/31, 1998</u>	<u>8/31, 1998</u>

State of California
 County of Los Angeles

On August 31, 1998 before me, Whitney D. Cunningham, ^{notary public}
 personally appeared Rowan Trollope and ~~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 they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Notary Seal



Notary