

03-05-1999

Docket No.: 1909.2.64

FORM PTO-1085 (Modified)
(Rev. 5-93)
OMB No. 0951-0011 (exp. 4/94)
Copyright 1999-02
PDB/REV02

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100979589

Tab set 1085

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

1. Name of conveying party(ies):

Stephen R. Carter
Carlos A. Nevarez

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

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

Name: Novell, Inc.Address: 122 East 1700 SouthCity: Provo State/Prov.: UtahCountry: USA ZIP: 84606-6194

Additional name(s) & address(es)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: Feb. 8, 1999, Feb. 16, 1999

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: February 18, 1999

Patent Application No.

Filing date

B. Patent No.(s)

Additional numbers

☐ Yes ☒ No

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

Name: John W.L. OgilvieRegistration No. 37,987Address: Computer Law++8 East Broadway, Suite 725

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

12/02/1999 SINGULAR 00000074 09252435 State/Prov.: Utah
City: Provo
Country: USA 40.00 ZIP: 84111

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

February 18, 1999

Date

Total number of pages including cover sheet, attachments, and

PATENT

REEL: 9792 FRAME: 0933

ASSIGNMENT & AGREEMENT

Docket No.: 1909.2.64
Novell IDR-291

We, Stephen R. Carter, of 428 South Nebo Drive, Spanish Fork, Utah 84660, and Carlos A. Nevarez, of 425 West 1010 North, Orem, Utah 84057, have invented a method, system, signal, and apparatus entitled DEPUTIZATION IN A DISTRIBUTED COMPUTING SYSTEM, hereinafter called the "invention."

Preferred embodiments of the invention are disclosed in a United States patent application executed concurrently herewith by us and now identified as File No. 1909.2.64 of the law firm of Computer Law++, 8 East Broadway, Suite 725, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. _____ on _____. (We hereby authorize the attorneys of Computer Law++ to insert the serial number and filing date when known.) We have reviewed this application and are familiar with its contents.

The Assignee, Novell, Inc., a corporation of the State of Delaware, having a principal place of business at 122 East 1700 South, Provo, Utah 84606-6194, 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 us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, and with no reliance on any promise or representation made to us by or on behalf of the Assignee, WE 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 applications and in all divisions, continuations and continuations-in-part of the applications, or reissues or extensions of Letters Patent or Patents granted thereon, including all applications specifically identified by number herein and all applications for which any 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.

We 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. We 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.

PATENT
REEL: 9792 FRAME: 0934

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us 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 applications.

Cooperation to the best of our 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 us 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 us, under any prior conveyance, agreement, or operation of law, including without restriction rights created or conveyed by virtue of our 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. We warrant that to the best of our knowledge each of our contributions 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 our heirs and legal representatives.



Stephen R. Carter
428 South Nebo Drive
Spanish Fork, Utah 84660

STATE OF Utah)
§

COUNTY OF Utah)

On this 8th day of February 1999, personally appeared before me Stephen R. Carter, 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



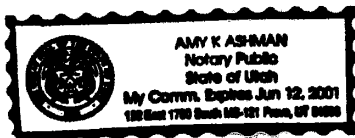
Amy K. Ashman NOTARY PUBLIC
6/12/01 COMMISSION EXPIRATION

Carlos A. Nevarez
Carlos A. Nevarez
425 West 1010 North
Orem, Utah 84057

STATE OF Utah)
COUNTY OF Utah) §

On this 10th day of February 1999, personally appeared before me Carlos A. Nevarez, 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



Amy K. Ashman NOTARY PUBLIC
6/12/01 COMMISSION EXPIRATION