

02-07-2000

101259876 PATENTS ONLY U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
Name of conveying party(ies): Scott C. Elliott K. Jeffrey Percy Carr	Name and address of receiving party(ies): Name: Symantec Corporation Address: 10201 Torre Avenue	
Additional name(s) of conveying party(ies) attached? Yes V No 3. Nature of conveyance:	Cupertino, California 95014	
Assignment Merger Security Agreement Change of Name Other Execution Date: 01/26/2000	Additional name(s) & address(es) attached? Yes No	
 4. Application number(s) or patent number(s): A. Patent Application No.: 09/438,076 Title: Methods For Automatically Locating Data- Containing Windows In Frozen Application Program And Saving Contents Filed Date: 11/10/99 	B. Patent No(s).: 02/04/2000 CCETIN 00000038 094380 6 01 FC:581 40.00 UP	
Additional numbers attached? Yes No If this document is being filed together with a new application, the execution date of the application is:		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Martin C. Fliesler Address: Fliesler, Dubb, Meyer & Lovejoy LLP Four Embarcadero Center, Suite 400 San Francisco, CA 94111 Telephone: (415) 362-3800	 6. Total Number of applications and patents involved: 1 x \$40.00 each 7. Total fee (37 CFR 3.41)\$ 40.00 ✓ Check Enclosed 8. Fee Authorization. Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325. Copy. (A duplicate copy of this authorization is not enclosed.) 	
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.		
Gideon Gimlan Attorney (Reg. No.: 31,955) Sign 10. Total number of pages to be recorded: 4 (1 page)	1-28-2000 Date cover sheet and 3 page document).	

Attorney Docket No.: SYMA-01053US0MCF/GGG ggg/syma/1053.011.wpd

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260.001:100197 01/27/00-13:44 WHEREAS, the undersigned,

(1) SCOTT C. ELLIOTT	(2) K. JEFFREY PERCY CARR
(3)	(4)
(hereinafter termed "Inventors"), residents of	
(1) 3166 NE 13 th Avenue	(2) 13340 SW Genesis Loop
(3)	(4)
respectively, Cities of	
(1) Hillsboro	(2) Tigard
(3)	(4)
respectively, Counties of	
(1) Washington	(2) Washington
(3)	(4)
respectively, States of	
(1) Oregon	(2) Oregon
(3)	(4)

respectively, have invented certain new and useful improvements in:

METHODS FOR AUTOMATICALLY LOCATING DATA-CONTAINING WINDOWS IN FROZEN APPLICATION PROGRAM AND SAVING CONTENTS

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

Said application having SC/Serial Number 09/438,076 and filed on the $\underline{10th}$ day of November, $19\underline{99}$.

WHEREAS <u>SYMANTEC CORPORATION</u> (hereinafter termed "Assignee"), a corporation of the State of <u>California</u>, having a place of business at <u>10201 Torre Avenue</u>, <u>Cupertino</u>, State of <u>California</u>, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all

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Attorney Docket No.:SYMA1053MCF/GGG ggg/syma/1053.003

251.001:052496 01/24/0-15:21

PATENT |REEL: 010520 FRAME: 0689 patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

- 1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument and has thereby conveyed this instrument to said Assignee on the date of signature.

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The above-named inventor is personally known to me and has personally acknowledged to me that he executed this document on the date indicated next to his above signature in his authorized capacity for the purposes set forth in this instrument. This statement is made of my own personal knowledge in witness of this instrument and under penalty of perjury in accordance with the laws of the State of <u>California</u> (and if the latter is not applicable, under the laws of my current state of domicile).

Name of 1st Witness (print or type): \[\frac{a_a Puttonen}{} \]
Signature of Witness:
Date of Witness Signature: 1/26/00
Name of 2nd Witness (print or type): MARCO LOPEZ
Signature of Witness: Mars Tope,
Date of Witness Signature: 1/26/2000

The above-named inventor is personally known to me and has personally acknowledged to me that he executed this document on the date indicated next to his above signature in his authorized capacity for the purposes set forth in this instrument. This statement is made of my own personal knowledge in witness of this instrument and under penalty of perjury in accordance with the laws of the State of <u>California</u> (and if the latter is not applicable, under the laws of my current state of domicile).

Name of 1st Witness (print or type): _aul Futtonen
Signature of Witness:
Date of Witness Signature: 1/26/00
Name of 2nd Witness (print or type): MARCO LOPEZ
Signature of Witness: Mans Lopey
Date of Witness Signature: 1/26/2000
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