

04-19-2000

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U.S. DEPARTMENT OF

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

Tab settings



Patent and Trademark Office

101325335

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

1. Name of conveying party(ies):

David G. Oviatt, Reed Anderson, Gary A. Barbour

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: March 20, 2000

2. Name and address of receiving party(ies)

Name: **Phobos Corporation**Address: **488 Winchester Street, Suite 100****Salt Lake City, Utah 84107-7596**Additional Name(s) & address(es) attached? ☐ Yes ☒ NoJC542 U.S. PTO
29/120574
03/21/00

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)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Randall B. BatemanInternal Address: MORRISS, BATEMAN, O'BRYANT& COMPAGNI, P.C.Street Address: 5882 South 900 East, Suite 300City: Salt Lake City State: Utah ZIP: 841216. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0881 (Deficiencies Only)

(Attach duplicate copy of this page if paying by deposit account)

04/18/2000 DNGUYEN 00000184 29120574

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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.*Randall B. Bateman

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 17

PATENT

REEL: 010698 FRAME: 0372

ASSIGNMENT

Page 1 of 004

Attorney Docket No.

1110.PHOB.DS

Inventor(s)

Oviatt et al.

Assignee

Phobos Corporation

Serial Number

Filing Date

WHEN RECORDED RETURN TO:

MORRISS, BATEMAN, O'BRYANT & COMPAGNI
5882 South 900 East, Suite 300
Salt Lake City, Utah 84121

WHEREAS David G. Oviatt, Reed Anderson, and Gary A. Barbour, residents of Utah, have invented a certain new and useful improvement in COMPUTER NETWORK APPLIANCE, the application for United States Letters Patent which is identified above; and

WHEREAS, Phobos Corporation, a corporation of the State of Utah, having a business address of 488 Winchester Street, Suite 100, Salt Lake City, Utah 84107-7596, is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, and other good and valuable consideration, We, the said David G. Oviatt, Reed Anderson, and Gary A. Barbour, by these presents, do sell, assign, and transfer unto said Phobos, the full and exclusive right to the said invention and in and to said application and any and all divisions and continuations, substitutes and reissues of said application and the entire right, title, and interest in, to and under any and all Letters Patent of the United States and foreign countries that may issue or be granted on said invention.

ASSIGNMENT

Page 2 of 004

<i>Attorney Docket No.</i>	1110.PHOB.DS
<i>Inventor(s)</i>	Oviatt et al.
<i>Assignee</i>	Phobos Corporation
<i>Serial Number</i>	
<i>Filing Date</i>	

The Assignors hereby authorize the Assignee to apply for and receive any and all United States and foreign patents relating to such improvements in its own name.

The Assignors hereby authorize and request the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the Assignee.

The Assignors warrant and covenant that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

When requested by and at the expense of the Assignee, the Assignors covenant to carry out in good faith the intent and purpose of this agreement, to execute all divisional, continuing, substitute, renewal and reissue, and all other patent applications relating to any and all improvements relating to the invention; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the Assignee all facts and provide to the Assignee all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and to secure, maintain, defend and enforce valid and enforceable patent protection for the invention.

ASSIGNMENT

Page 3 of 004

Attorney Docket No.	1110.PHOB.DS
Inventor(s)	Oviatt et al.
Assignee	Phobos Corporation
Serial Number	
Filing Date	

The Assignors hereby agree and acknowledge that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of each undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.

The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent to said Phobos as the assignee of the entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

Executed this 20th day of March, 2000 at Salt Lake, Utah.
(city) (state)

STATE OF Utah

County of Salt Lake : ss

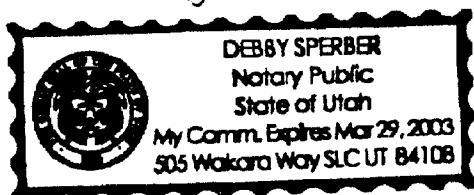

David G. Oviatt

Before me personally appeared David G. Oviatt and acknowledged the foregoing instrument to be his free act and deed this 20th day of March, 2000.


Notary Public

Residing at/My commission expires:

3.29.03



ASSIGNMENT

Page 4 of 004

Attorney Docket No.

1110.PHOB.DS

Inventor(s)

Oviatt et al.

Assignee

Phobos Corporation

Serial Number

Filing Date

Executed this 20th day of March, 2000 at Murray, Utah.
(city) (state)

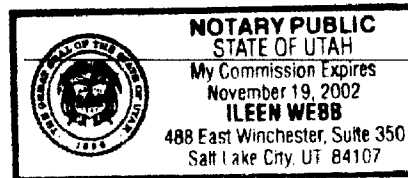
STATE OF Utah
: SS
County of Salt Lake

Reed Anderson
Reed Anderson

Before me personally appeared Reed Anderson and acknowledged the foregoing instrument to be his free act and deed this 20th day of March, 2000.

Ileen Webb
Notary Public

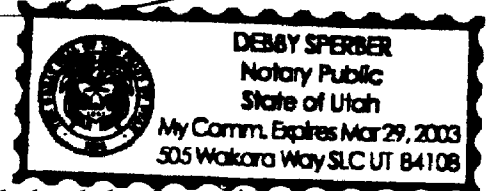
Residing at/My commission expires:



Executed this 20th day of March, 2000 at Salt Lake, Utah.
(city) (state)

STATE OF Utah
: SS
County of Salt Lake

Gary A. Barbour
Gary A. Barbour



Before me personally appeared Gary A. Barbour and acknowledged the foregoing instrument to be his free act and deed this 20th day of March, 2000.

Debby Sperber
Notary Public

Residing at/My commission expires:

3.29.03