

07-19-2000



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Attorney Docket No. 1760.2.21A

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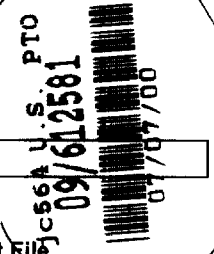
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Attorney Docket No. 1760.2.21A

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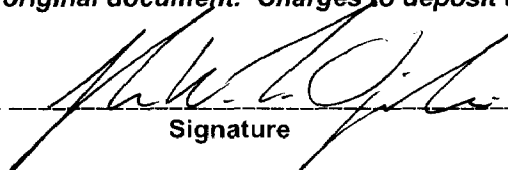
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John W.L. Ogilvie

Name of Person Signing



Signature

7 July 2000

Date

Docket No.: 1760.2.21A

ASSIGNMENT & AGREEMENT

I,
Niel Orcutt, of 709 Murdock Drive, Pleasant Grove, Utah 84062,
have invented a method, configured medium, signal, and system entitled FILE
SYSTEM CONVERSION, hereinafter called the "invention."

Preferred embodiments of the invention are disclosed in provisional United States Patent Application Serial No. 60/153,448 filed September 10, 1999 (previously assigned to PowerQuest; see 4 pages recorded at Reel 010233 Frame 0797), and in a non-provisional patent application being filed at least in the United States Patent and Trademark Office ("USPTO"), identified as Serial No. _____ filed _____, 2000, and identified in the law firm of Computer Law++, 1211 East Yale Avenue, Salt Lake City, Utah 84105 as file no. 1760.2.21A (I hereby authorize Computer Law++ to indicate the application number and filing date when known). I have reviewed these applications and I am familiar with their contents.

The Assignee, PowerQuest Corporation, a corporation of the State of Utah, having a principal place of business at 1359 N. Research Way, Building K, Orem, Utah, 84097, 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 me by the Assignee, the receipt and sufficiency of which I hereby acknowledge, and with no reliance on any promise or representation made to me by or on behalf of the Assignee, I 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 and international patent applications including without limitation PCT 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 or § 365, 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; and

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.

I 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. I 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.

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 & 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; and

Cooperation to the best of my 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 me 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 no later than 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 me, under any prior conveyance, agreement, or operation of law, including without restriction rights created or conveyed by virtue of my employment by the Assignee. It is not conditioned or based on any future act to be performed by the Assignee.

I warrant that to the best of my knowledge my contributions to the invention do not and will not infringe anyone's rights. Even if part of this Assignment & Agreement is found unenforceable, the remaining parts are enforceable. 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. A failure to exercise rights under this Assignment & Agreement does not mean those rights are waived. This Assignment & Agreement shall be binding upon my heirs and legal representatives.

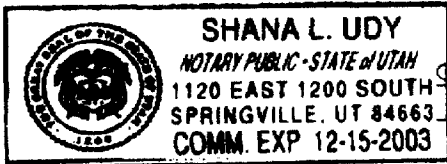
Niel Orcutt

Niel Orcutt
709 Murdock Drive
Pleasant Grove, Utah 84062

STATE OF Utah)
COUNTY OF Utah) §

On this 16th day of July, 2000, personally appeared before me Niel Orcutt, 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



[Signature]

12-15-00

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