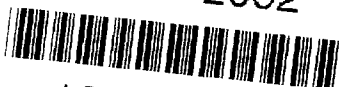


WFO 2-19-02

At

03-08-2002



102006525

OVER SHEET

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

1. Name of conveying parties:

- a) Wild File, Inc.
- b) Adaptec, Inc.

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

- a) Name: Roxio, Inc.
Address: 461 South Milpitas Blvd., Milpitas, CA 95035

3. Nature of conveyance

- | | | | |
|-------------------------------------|--------------------|--------------------------|-------------------|
| ☒ | Assignment | ☐ | Merger |
| ☐ | Security Agreement | ☐ | Change of Name |
| ☐ | Other _____ | ☐ | License Agreement |

Execution Dates: a): March 3, 2000 b): May 5, 2001

4. Patent Number: 6,199,178

The title of the Patent is: **METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA**

5. Please send all correspondence concerning this documents to:

Albert S. Penilla, Esq.
MARTINE & PENILLA, LLP
710 Lakeway Drive, Suite 170
Sunnyvale, CA 94085
Customer Number 25920
Tel. No. (408) 749-6900
Fax No.: (408) 749-6901

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed
- ☒ Any deficiency is authorized to be charged to Deposit Account No. 50-0805 (Order No. ROXIP180C)

8. 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.

Date: January 24, 2002


Albert S. Penilla, Esq.
Registration No. 39,487

03/07/2002 GTOW11 00000160 6199178

01 FC:581

40.00 OP

Attorney Docket No. ROXIP180C

(Revised 01/96)

PATENT
REEL: 012631 FRAME: 0289

AGREEMENT AND PLAN OF REORGANIZATION

BY AND AMONG

ADAPTEC, INC.,

SNOWFALL ACQUISITION CORPORATION

AND

WILD FILE, INC.

Dated as of March 3, 2000

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EXHIBITS

Exhibit A-1	Form of Eric Schneider Non-Competition Agreement
Exhibit A-2	Form of Non-Competition Agreement
Exhibit B-1	Form of Common Stock Voting Agreement
Exhibit B-2	Form of Preferred Stock Voting Agreement
Exhibit C	Form of Registration Rights Agreement
Exhibit D	Form of Certificate of Merger
Exhibit E	Form of Irrevocable Notice of Election
Exhibit F	Form of Opinion of Wilson Sonsini Goodrich & Rosati, P.C.
Exhibit G	Form of Opinion of Faegre & Benson LLP

ANNEXES

Annex 1	Company Schedules
Annex 2	Parent Schedules

AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION (this "*Agreement*") is made and entered into as of March 3, 2000 by and among Adaptec, Inc., a Delaware corporation ("*Parent*"), Snowfall Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("*Merger Sub*"), Wild File, Inc., a Delaware corporation (the "*Company*"), Eric D. Schneider, Edward Bruggeman and Mike Gustafson (each a "*Principal Stockholder*" and collectively, the "*Principal Stockholders*") U.S. Bank Trust, N.A. (the "*Escrow Agent*") and Eric D. Schneider in his capacity as the securityholder agent (the "*Securityholder Agent*") (the Escrow Agent, Principal Stockholders and the Securityholder Agent being signatories with respect to Article VII hereof only).

RECITALS

A. The Boards of Directors of each of the Company, Parent and Merger Sub believe it is in the best interests of each company and their respective stockholders that Parent acquire the Company through the statutory merger of the Company with and into Merger Sub (the "*Merger*") and, in furtherance thereof, have approved the Merger.

B. Pursuant to the Merger, among other things, and subject to the terms and conditions of this Agreement, all of the issued and outstanding Company Capital Stock (as defined hereafter) and all outstanding options, warrants or other rights to acquire or receive shares of Company Capital Stock shall be converted into shares of Parent Common Stock (as defined hereafter) and/or a mixture of Parent Common Stock and cash consideration (as provided herein) and options, warrants or other rights to acquire or receive shares of Parent Common Stock, respectively.

C. A portion of the shares of Parent Common Stock and/or cash otherwise issuable or deliverable by Parent in connection with the Merger shall be placed in escrow by Parent, the release of which amount shall be contingent upon certain events and conditions, all as set forth in Article VII hereof.

D. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "*Code*").

E. As a material inducement for Parent to consummate the Merger, certain key employee-stockholders of the Company will enter into employment agreements and non-competition agreements in substantially the form attached hereto as Exhibit A-1 or Exhibit A-2 (the "*Non-Competition Agreements*") with Parent, each of which shall become effective as of the Effective Time (as defined herein).

G. In addition, concurrently with the execution of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, certain of the Company's stockholders are entering into Voting Agreements in substantially the form attached hereto as Exhibit B-1 or Exhibit B-2 (the "*Voting Agreements*").

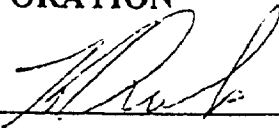
H. Parent has agreed to enter into a registration rights agreement with the Company Stockholders in substantially the form attached hereto as Exhibit C (the "*Registration Rights Agreement*").

I. The Company, Parent and Merger Sub desire to make certain representations and warranties and other agreements in connection with the Merger.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

IN WITNESS WHEREOF, Parent, Merger Sub, the Company and, with respect to Article VII only, the Escrow Agent and the Securityholder Agent have caused this Agreement to be signed by their duly authorized respective officers, if applicable, all as of the date first written above.

**SNOWFALL ACQUISITION
CORPORATION**

By: 

Name: Kenneth B. Acola

Title: President and CEO

Acknowledged: 

Name: Dana E. Miles

Title: Secretary

SECURITYHOLDER AGENT:

ERIC SCHNEIDER

ERIC SCHNEIDER

ESCROW AGENT:

U.S. BANK TRUST, N.A.

By: _____

Name: _____

Title: _____

WILD FILE, INC.

By: _____

Name: _____

Title: _____

Acknowledged: _____

Name: _____

Title: _____

ADAPTEC, INC.

By: 

Name: Tom Shea

Title: Vice President

MIKE GUSTAFSON

EDWARD BRUGGEMAN

REORGANIZATION AGREEMENT

IN WITNESS WHEREOF, Parent, Merger Sub, the Company and, with respect to Article VII only, the Escrow Agent and the Securityholder Agent have caused this Agreement to be signed by their duly authorized respective officers, if applicable, all as of the date first written above.

**SNOWFALL ACQUISITION
CORPORATION**

By: _____
Name: _____
Title: _____

Acknowledged: _____
Name: _____
Title: _____

SECURITYHOLDER AGENT:

ERIC SCHNEIDER

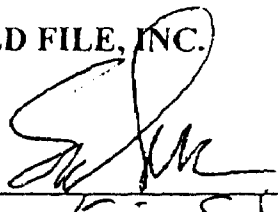
ERIC SCHNEIDER

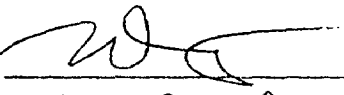
ESCROW AGENT:

U.S. BANK TRUST, N.A.

By: _____
Name: _____
Title: _____

WILD FILE, INC.

By: 
Name: Eric Schneider
Title: President

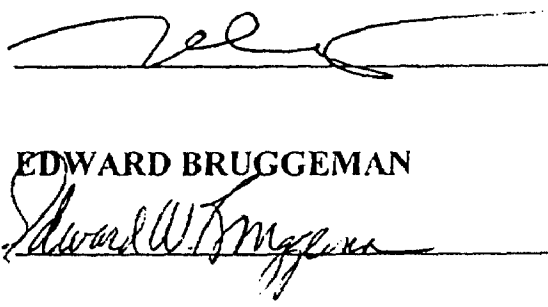
Acknowledged: 
Name: Michael J Gustafson
Title: V.P. Engineering

ADAPTEC, INC.

By: _____
Name: _____
Title: _____

MIKE GUSTAFSON

EDWARD BRUGGEMAN



REORGANIZATION AGREEMENT

IN WITNESS WHEREOF, Parent, Merger Sub, the Company and, with respect to Article VII only, the Escrow Agent and the Securityholder Agent have caused this Agreement to be signed by their duly authorized respective officers, if applicable, all as of the date first written above:

**SNOWFALL ACQUISITION
CORPORATION**

WILD FILE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Acknowledged: _____

Acknowledged: _____

Name: _____

Name: _____

Title: _____

Title: _____

SECURITYHOLDER AGENT:

ADAPTEC, INC.

ERIC SCHNEIDER

By: _____

ERIC SCHNEIDER

Name: _____

Title: _____

ESCROW AGENT:

MIKE GUSTAFSON

U.S. BANK TRUST, N.A.

By: Ann Gadsby

EDWARD BRUGGEMAN

Name: Ann Gadsby

Title: Vice President

REORGANIZATION AGREEMENT

Schwegman, Luna, Woessner & Kluth, P.A.

February 11, 2000

Sign Atty.
Work Atty(s) (If diff),
Paralegal
Inventor(s)

SLWK Case #	Patent Number	Issue Date	Filing Date	Serial Number	Short Status	Title	Paralegal	Inventor(s)
00749.001US1		/ /	09/05/1997	08/924,198	Abandoned	METHOD AND APPARATUS FOR SAVING AND RECOVERING DATA	SWL, CBB	Eric D. Schneider, William C. Ferni, Douglas N. Wheeler Lawrence E. Schwab Edward W. Brugger
00749.002US1	2,257,925	06/29/1999	09/10/1997	75/354,550	Registered	WILDFILE (Class 9)	FSF, GDS	
00749.002US2	2,203,889	11/17/1998	09/10/1997	75/354,598	Registered	WILD FILE (Class 42)	FSF, ZZZP, GDS	
00749.003US1	2,271,088	08/17/1999	09/10/1997	75/354,597	Registered	CRIBACK	FSF, GDS	
00749.003PRV	/ /	/ /	02/18/1998	60/075,083	Provisional	DISK READ ORDER OPTIMIZATION	SWL, CUI	Eric D. Schneider
00749.006US1	/ /	/ /	03/16/1998	09/039,650	Pending	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA	SWL, KJSI, CBB	Eric D. Schneider, William C. Ferni, Douglas N. Wheeler Lawrence E. Schwab Edward W. Brugger
00749.007US1	2,287,442	10/19/1999	05/08/1998	75/481,725	Registered	Double Arrow Logo	FSF, GDS	
00749.008US1	6,016,553	01/18/2000	06/26/1998	09/105,733	Issued	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA	SWL, KJSI, CBB	Eric D. Schneider, William C. Ferni, Douglas N. Wheeler Lawrence E. Schwab Edward W. Brugger
00749.008US2	/ /	/ /	07/15/1999	09/354,250	Pending	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA	SWL, KJSI, CBB	Eric D. Schneider, William C. Ferni, Douglas N. Wheeler Lawrence E. Schwab Edward W. Brugger
00749.008US3	/ /	/ /	11/29/1999	09/450,266	Pending	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA	SWL, CBB	Eric D. Schneider, William C. Ferni, Douglas N. Wheeler Lawrence E. Schwab Edward W. Brugger
00749.008WO1	/ /	/ /	09/04/1998	PCT/US98/188 63	Pending	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA	SWL, KJSI, MLK	Eric D. Schneider, William C. Ferni, Douglas N. Wheeler Lawrence E. Schwab Edward W. Brugger
00749.009PRV	/ /	/ /	02/26/1999	60/121,725	Provisional	METHOD, SOFTWARE AND APPARATUS FOR LOCALLY OR REMOTELY REPAIRING OR ENHANCING COMPUTER DATA	SWL, CBB	Eric D. Schneider
00749.010PRV	/ /	/ /	04/23/1999	60/130,814	Provisional	METHOD, SOFTWARE AND APPARATUS FOR DEALING WITH DATA CORRUPTION AND SHARED DISKS IN THE CONTEXT OF SAVING, USING AND RECOVERING DATA	SWL, CBB	Eric D. Schneider Michael J. Gustaf Daniel J. Hagler
00749.011PRV	/ /	/ /	07/09/1999	60/143,248	Provisional	METHOD, SOFTWARE AND APPARATUS FOR DE-FRAGMENTING DISK STORAGE ON WHICH A HISTORY OF CHANGES IS BEING TRACKED	SWL, CBB	Eric D. Schneider

General File Listing
Schwegman, Lundl Woessner & Kluth, P.A.

February 11, 2000

SLWK Case #	Patent Number	Issue Date	Filing Date	Serial Number	Short Status	Title	Sign Atty, Work Atty(s) (If diff), Paralegal	Inventor(s)
00749.012US1		/ /	09/02/1999	75/791,228	Pending	PROTECTING THE POWER TO MOVE AHEAD	FSF, GDS	
00749.012US2		/ /	09/02/1999	75/791,232	Pending	PROTECTING THE POWER TO MOVE AHEAD	FSF, GDU, GDS	
00749.014PRV		/ /	10/07/1999	60/158,336	Provisional	METHOD, SOFTWARE AND APPARATUS FOR RECYCLING OVERWRITTEN DISK STORAGE IN CONJUNCTION WITH AN OPERATING SYSTEM ON WHICH A HISTORY OF CHANGES ARE BEING TRACKED	SWL, CBB	Eric D. Schneider
00749.015PRV		/ /	10/20/1999	60/162,500	Provisional	METHOD OF CREATING A FIREWALL BETWEEN A PC AND A DISK CONTROLLER TO PROTECT OVERWRITTEN DATA	SWL, CBB	Eric D. Schneider

Matter Count: 18

MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT

BETWEEN

ADAPTEC, INC.

AND

ROXIO, INC.

Effective as of May 5, 2001

MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT

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Master Patent Ownership and License Agreement: Execution Copy

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MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT

This Master Patent Ownership and License Agreement (the "Agreement") is effective as of May 5, 2001, at 12:01 A.M., P.S.T. (the "Effective Date"), between Adaptec, Inc., a Delaware corporation ("Adaptec"), having an office 691 South Milpitas Boulevard, Milpitas, CA 95035, and Roxio, Inc., a Delaware corporation ("Roxio"), having an office at 461 South Milpitas boulevard, Milpitas, Boulevard, Milpitas, CA 95035.

RECITALS

WHEREAS, the Boards of Directors of each of Adaptec and Roxio have determined that it is appropriate and desirable for Adaptec to contribute and transfer to Roxio, and for Roxio to receive and assume, directly or indirectly, substantially all of the assets and liabilities currently associated with the Roxio Business and the stock, investments or similar interests currently held by Adaptec in subsidiaries and other entities that conduct such business (the "Separation");

WHEREAS, Adaptec has caused Roxio to be incorporated in order to effect the Separation and Adaptec currently owns all of the issued and outstanding capital stock of Roxio; and

WHEREAS, the parties intend in this Agreement, including the Exhibits and Schedules hereto, to set forth the principal arrangements between them regarding patent ownership and licenses upon the Separation.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement the following capitalized terms are defined in this Article 1 and shall have the meaning specified herein:

1.1 ADAPTEC PATENTS. "Adaptec Patents" means all Patents, other than the Assigned Patents and Wild File Patents, having the benefit of a First Effective Filing Date before the Separation Date which are owned or licensable (without payment of royalties for the granting of licenses thereunder) by Adaptec as of the Separation Date.

1.2 ANCILLARY AGREEMENTS. "Ancillary Agreements" has the meaning set forth in the Master Separation and Distribution Agreement.

1.3 ASSIGNED PATENTS. "Assigned Patents" means only those

WHEREFORE, the parties have signed this Master Patent Ownership and License Agreement effective as of the date first set forth above.

ADAPTEC, INC.

By: _____

Name: _____

Title: _____

ROXIO, INC.

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT]

WHEREFORE, the parties have signed this Master Patent Ownership and License Agreement effective as of the date first set forth above.

ADAPTEC, INC.

ROXIO, INC.

By: _____

By: _____

Name: _____

Name: Wm Christopher Gervay

Title: _____

Title: President and CEO

[SIGNATURE PAGE TO MASTER PATENT OWNERSHIP AND LICENSE AGREEMENT]

SCHEDULE B

WILD FILE PATENTS

TITLE	FILE DATE	Serial Number	PATENT NO.	ISSUE DATE	OUTSIDE LAW FIRM	ADAPTEC #
Method, Software and Apparatus for Saving, Using and Recovering Data	06/28/1998	09/105,733	6,016,553	01/18/2000	Schwegman, Lundberg, Woessner & Kluth	SPG-024/A
Germany: Method, Software and Apparatus for Saving, Using and Recovering Data	09/04/2000	19882659.1	PX1P180		Martine, Penilla & Kim	SPG-024C(DE)
Japan: Method, Software and Apparatus for Saving, Using and Recovering Data	03/06/2000	2000.509037			Martine, Penilla & Kim	SPG-024C(JP)
PCT: Method, Software and Apparatus for Saving, Using and Recovering Data	09/04/1998	PCT/US98/18863	PX1P180.P		Martine, Penilla & Kim	SPG-024C(PCT)
Method, Software and Apparatus for Saving, Using and Recovering Data	07/15/1999	09/354,250	PX1P180X	Allowed	Martine, Penilla & Kim	SPG-024/A-1C
Method, Software and Apparatus for Saving, Using and Recovering Data	11/29/1999	09/450,266	PX1P180A	Allowed	Martine, Penilla & Kim	SPG-024/A-2C
Method, Software and Apparatus for Saving, Using and Recovering Data	TBD		PX1P180A.2		Martine, Penilla & Kim	SPG-024/A-3C
PCT: Method, Software and Apparatus for Locally or Remotely Repairing or Enhancing Computer Data	02/25/2000	PCT/US00/04758	PX1P180.P		Martine, Penilla & Kim	SPG-025/C(PCT)
Method, Software and Apparatus for Dealing with Data Corruption and Shared Disks in the Context of Saving, Using and Recovering Data	04/24/2000	Not yet received			Martine, Penilla & Kim	SPG-026/A-1D
Two Tiered Error Recovery Mechanism for Reducing Data Corruption	04/24/2000	Not yet received	PX1P180A		Martine, Penilla & Kim	SPG-026/A-2D

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Master Patent Ownership and License Agreement: Execution Copy

TITLE	FILE DATE	Serial Number	PATENT NO.	ISSUE DATE	OUTSIDE LAW FIRM	ADAPTEC #
Disguised Disk Data Protection Method for Reducing Data Corruption	04/24/2000	Not yet received	Not yet received		Martine, Penilla & Kim	SPG-026/A-3D
Write Cache Flushing Method for Reducing Data Corruption	04/24/2000	Not yet received	P0X1P182C		Martine, Penilla & Kim	SPG-026/A-4D
PCT: Method, Software and Apparatus for Dealing with Data Corruption and Shared Disks in the Context of Saving, Using and Recovering Data	04/24/2000	PCT/US00/10999	P0X1P182D		Martine, Penilla & Kim	SPG-026/C(PCT)
EPO: Method, Software and Apparatus for Dealing with Data Corruption and Shared Disks in the Context of Saving, Using and Recovering Data	10/06/2000	00926314.6	P0X1P182.7		Martine, Penilla & Kim	SPG-026/C(EP)
Japan: Method, Software and Apparatus for Dealing with Data Corruption and Shared Disks in the Context of Saving, Using and Recovering Data	12/22/2000	2000-614125			Martine, Penilla & Kim	SPG-026/C(JP)
Method, Software and Apparatus for Defragmenting Disk Storage On Which a History of Changes is being Tracked	07/10/2000	09/612,662			Martine, Penilla & Kim	SPG-027/A
PCT: Disk Storage Defragmentation	07/10/2000	PCT/US00/18732	P0X1P183.7		Martine, Penilla & Kim	SPG-027/C(PCT)
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TITLE	FILE DATE	Serial Number	PATENT NO.	ISSUE DATE	OUTSIDE LAW FIRM	ADAPTEC #
Japan: Method, Software and Apparatus for Recycling over Written Disk Storage in Conjunction with an Operating System on which a History of Changes are being Tracked	10/06/2000	2000-308367			Martine, Penilla & Kim	SPG-028/C(JP)
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