

08-15-2002

Form PTO-1595
(Rev. 03/01)

RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

102190935

Tab settings

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

1. Name of conveying party(ies):

Robert Wipfel

08/06/02

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

2. Name and address of receiving party(ies)

Name: Novell, Inc.

Internal Address: _____

Street Address: 1800 South Novell Place

City: Provo State: Utah Zip: 84606

Additional name(s) & address(es) attached? Yes No

J1036 U.S. PTO
10/213651
08/06/02

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: August 5, 2002

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)

10/213651

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Ruben C. DeLeon

Internal Address: _____

Street Address: 901 Main Street, Suite 3100

City: Dallas State: TX Zip: 75202-3789

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:

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

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.

Ruben C. DeLeon

Name of Person Signing

Signature

8/6/02

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

08/15/2002 6TON11 00000042 10213651

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D1042820.1

CUSTOMER NO. 000027683

DOCKET NO.: 26530.73

PATENT
REEL: 013181 FRAME: 0833

A S S I G N M E N T

WHEREAS, I, Robert Wipfel of the State of Utah, USA have invented certain improvements in

GLOBAL SCALE SERVICE MOBILITY AND DISASTER RECOVERY

for which I have executed an application for Letters Patent of the United States of America, of even date herewith; and

WHEREAS, Novell, Inc. (Assignee), a corporation organized and existing under the laws of the State of Delaware, having its principal office and place of business in the City of Provo, State of Utah, is desirous of obtaining the entire right, title, and interest in, to and under the said invention and the said application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the said invention, and the said application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications from which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and I hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

First Inventor Name: Robert Wipfel
Residence Address: 2229 Kodiak Court, Draper, UT 84020

Dated: 8/5/2002

Robert Wipfel
Inventor Signature

Dated: 8/5/02

Amy K. Cottle
Witness Signature
Witness Name: Amy Cottle

D-1041434.1

A S S I G N M E N T

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NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the said invention, and the said application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications from which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and I hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

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First Inventor Name: Robert Wipfel
Residence Address: 2229 Kodiak Court, Draper, UT 84020

Dated: 8/5/2002

RAWipfel
Inventor Signature

Dated: 8/5/02

Amy K. Cottle
Witness Signature
Witness Name: Amy Cottle

D-1041434.1