

TO THE COMMISSIONER

TRADEMARKS

5-28-02

Please record this application with serial number 102381737 of the application thereof.

<p>1. Name of Party(ies) conveying an interest:</p> <p style="text-align: center;">Moddy Te'eni Ilan Shufer</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of Party(ies) receiving an interest:</p> <p>Name: Aduva, Inc. Internal Address: Street Address: 19731 La Mar Drive City: Cupertino State/Zip: California 95014</p> <p>Additional name(s) and addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Description of the interest conveyed:

Assignment Change of Name Other: _____

Security Agreement Merger

Execution Date: April 21, 2002

4. Application number(s) or patent number(s). Additional sheet attached? Yes No

If this document is being filed together with a new application, the execution date of the application is:

Date

<p>A. Patent Application No.(s)</p> <p>60/251,918 10/013,307</p>	<p>B. Patent No.(s)</p>
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Additional numbers attached? Yes No

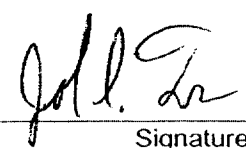
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>BRINKS HOFER GILSON & LIONE P.O. BOX 10395 CHICAGO, IL 60610 (312)321-4200</p>	<p>6. Number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>80.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to Deposit Account No. 23-1925</p> <p>8. <input checked="" type="checkbox"/> Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.</p>
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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.

<p><u>John C. Freeman</u> Name of Person Signing</p>	 Signature	<p><u>May 28, 2002</u> Date</p>
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Total number of pages including cover sheet, attachments, and document: 4



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06,07,02 312 321 4299 P.12

RGH & L

08-28-2002



OFFICE OF PATENTS AND TRADEMARKS

PATENTS ONLY

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the attached original document or copy thereof.

- 1. Name of Party(ies) conveying interest: **Moddy Te'eni**
Ilan Shufer *8-5-02*
- 2. Name and Address of Party(ies) receiving an interest:
 - Name: **Aduva, Inc.**
 - Internal Address:
 - Street Address: **19731 La Mar Drive**
 - City: **Cupertino**
 - State/Zip: **California 95014**

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

Additional name(s) and addresses attached?
 Yes No

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 - Assignment Change of Name Other:
 - Security Agreement Merger

Execution Date: April 21, 2002

- 4. Application number(s) or patent number(s). Additional sheet attached? Yes No

If this document is being filed together with a new application, the execution date of the application is:

- A. Patent Application No.(s)
60/251,818
10/013,307
- B. Patent No.(s)

Date

Additional numbers attached? Yes No

- 5. Name and address of party to whom correspondence concerning document should be mailed:
BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, IL 60610
(312)321-4200
- 6. Number of applications and patents involved: **1**
- 7. Total fee (37 CFR 3.41) **\$ 80.00**
 - Enclosed
 - Authorized to be charged to Deposit Account No. 23-1925
- 8. Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

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John C. Freeman
Name of Person Signing

John C. Freeman
Signature

May 28, 2002
Date

Total number of pages including cover sheet, attachments, and document: **4**

08/27/2002 BT0N11 00000045 231925 60251918
01 FC:581 46.00 CH

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ASSIGNMENT

WHEREAS, Moddy Te'eni and Ilan Shufer hereinafter called the "Assignors", have made the invention described in the United States Provisional Patent Application Serial No. 60/251,918, filed on December 7, 2000, and entitled IMPROVED METHOD FOR RESOLVING DEPENDENCY CONFLICTS AMONG MULTIPLE OPERATIVE ENTITIES WITHIN A COMPUTING ENVIRONMENT, and, the United States Patent Application Serial No. 10/013,307, filed on December 7, 2001, and entitled METHOD FOR RESOLVING DEPENDENCY CONFLICTS AMONG MULTIPLE OPERATIVE ENTITIES WITHIN A COMPUTING ENVIRONMENT;

WHEREAS, Aduva, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 19731 La Mar Drive, Cupertino, California 95014, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of

the patent application identified above; in the making and prosecution-~~of~~ any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

DATE: 21-4-2002 
Moddy Te'eni

WITNESSED:

DATE: _____

DATE: _____

DATE: 07/04/2002 
Ilan Shufer

WITNESSED:

DATE: 7/4/2002 

DATE: _____

Case No. 10267/8**ASSIGNMENT**

WHEREAS, Moddy Te'eni and Ian Shufer hereinafter called the "Assignors", have made the invention described in the United States Provisional Patent Application Serial No. 60/251,918, filed on December 7, 2000, and entitled IMPROVED METHOD FOR RESOLVING DEPENDENCY CONFLICTS AMONG MULTIPLE OPERATIVE ENTITIES WITHIN A COMPUTING ENVIRONMENT, and, the United States Patent Application Serial No. 10/013,307, filed on December 7, 2001, and entitled METHOD FOR RESOLVING DEPENDENCY CONFLICTS AMONG MULTIPLE OPERATIVE ENTITIES WITHIN A COMPUTING ENVIRONMENT;

WHEREAS, Aduva, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 19731 La Mar Drive, Cupertino, California 95014, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

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the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

DATE: _____ Moddy Te'eni

WITNESSED:

DATE: _____

DATE: _____

DATE: 07/06/2002 _____
Ilan Shufer

WITNESSED:

DATE: 7/4/2002 _____

DATE: _____