

**ASSIGNMENT RECORDATION FORM COVER SHEET** *Patents Only*

To the Honorable Commissioner of Patents and Trademarks:

August 27, 2004  
Attorney Docket No. 9268-3

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- 1. Brian Lora
- 2. Frank Brick
- 3. Steven Horan
- 4. Randy Whitehead
- 5. Steve Siegel
- 6. Dan Lewis

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

**Arsenal Digital Solutions Worldwide, Inc.**  
8000 Regency Parkway  
Suite 110  
Cary, North Carolina 27511

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

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

Execution Date:

- 1. August 12, 2004
- 2. August 11, 2004
- 3. August 11, 2004
- 4. August 05, 2004
- 5. August 03, 2004
- 6. August 20, 2004

4. Application Serial No. 10/784,605

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

Additional numbers attached? Yes  No

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

Ncedham James Boddie, II  
Myers Bigel Sibley & Sajovec  
P. O. Box 37428  
Raleigh NC 27627

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: 50-0220

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.*

Ncedham James Boddie, Reg. No. 40,519



August 27, 2004

Name of Person Signing

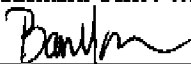
Signature

Date

Total number of pages including cover sheet, attachments and document: 5

**CERTIFICATION OF FACSIMILE TRANSMISSION UNDER 37 CFR 1.8**

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office on August 27, 2004 via facsimile number (703) 306-5995.

  
Ban Younah

CH \$40.00 500220 10784605

Attorney Docket No. 9268-3

**ASSIGNMENT**

THIS ASSIGNMENT, made by us, **Brian Lora**, a citizen of the United States of America, residing at 3325 Oaklyn Springs Drive, Raleigh, North Carolina 27606; **Frank Brick**, a citizen of the United States of America, residing at 67 Golden Heather , Chapel Hill, North Carolina 27517; **Steven Horan**, a citizen of the United States of America, residing at 107 Redfern Drive, Cary, North Carolina 27511; **Randy Whitehead**, a citizen of the United States of America, residing at 207 Mayodan Drive, Cary, North Carolina 27511; **Steve Siegel**, a citizen of the United States of America, residing at 211 Lewey Brook Road, Cary, North Carolina 27519; and **Dan Lewis**, a citizen of the United States of America, residing at 39 Pebble Cove Drive, The Woodlands, Texas 77381;

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in **SYSTEMS, METHODS AND COMPUTER PROGRAM PRODUCTS FOR MANAGING A PLURALITY OF REMOTELY LOCATED DATA STORAGE SYSTEMS** for which a utility patent application has been filed, or is being concurrently filed, in the United States Patent and Trademark Office. We hereby authorize and request Myers Bigel Sibley & Sajovec, P.A., to insert here in parentheses (Application No. 10/784,605, filed February 23, 2004) the filing date and application number of said application when known or to file this Assignment concurrently with said application; and

WHEREAS, **Arsenal Digital Solutions Worldwide, Inc.**, a Delaware corporation having a principal place of business at 8000 Regency Parkway, Suite 110, Cary, North Carolina, 27511 hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;


NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues or other forms of protection thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted

along with any term extensions thereon or therefor, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

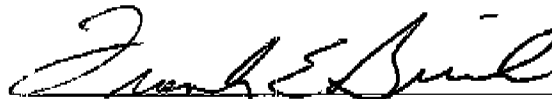
We hereby request that said Letters Patent be issued in accordance with this assignment.

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and application above-mentioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to promptly communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives; and we hereby instruct, and further covenant and agree to bind our heirs, legal representatives, and assigns, to do same, without further compensation, but at the expense of said assignee or its representatives.

  
\_\_\_\_\_  
Brian Lora

Aug 12<sup>th</sup>, 2004  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Frank Brick

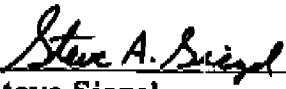
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Date

  
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Steven Horan

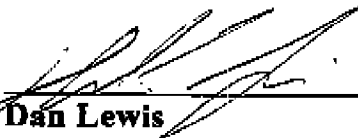
Aug 11, 2004  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Randy Whitehead

8/5/04  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Steve Siegel

08/03/2004  
Date

  
\_\_\_\_\_  
Dan Lewis

08/20/04  
Date