

05-13-2004



COVER SHEET

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102743894

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Previo, Inc.

5-10-04

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: 9/24/02

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

Name: Altiris, Inc.

Internal Address:

Street Address: 588 West 400 South

City: Lindon State: UT ZIP: 84042

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

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: October 4, 1995

A. Patent Application No.(s)

08/539,315

B. Patent No.(s)

5,907,672

Additional numbers attached? ☐ Yes ☒ No

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

Name: John R. Thompson

Internal Address: STOEL RIVES LLP

One Utah Center

Street Address: 201 South Main Street, Suite 1100

05/12/2004 LMUELLER 00000022 08539315

01 FC:8021

40.00 DP

City: Salt Lake City State: UT ZIP: 84111

6. Total number of applications and patents involved:

1

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

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

502375

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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.

John R. Thompson

Name of Person Signing

Signature

May 10, 2004

Date

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

4

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

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PATENT

REEL: 015311 FRAME: 0975

PATENT ASSIGNMENT

WHEREAS, Previo, Inc., a Delaware corporation with an office located at 12636 High Bluff Drive, San Diego, California ("*Assignor*") own the patents and applications listed and described on Schedule A attached hereto (the "*Patents*"); and

WHEREAS, Assignor and Altiris, Inc., a Delaware corporation with an office located at 588 West 400 South, Lindon, Utah ("*Assignee*") have entered into a certain Asset Purchase Agreement dated July 15, 2002, pursuant to which Assignor has agreed, *inter alia*, to grant to Assignee all of Assignor's right title and interest in and to the Patents and Assignee desires to acquire the entire right, title and interest in and to the Patents.

NOW, THEREFORE, in consideration of the foregoing and the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably sell, assign, convey and transfer unto Assignee, its successors and assigns, the entire right, title and interest in and to the Patents, anywhere in the world, including any patents issuing from or based upon all patent applications thereon, or any continuations, continuations-in-part, divisions, reissues or extensions of the Patents, and including any foreign counterparts of the Patents, and including, without limitation, the right to sue for and recover damages for any past, present or future infringement of such Patents, the same to be held and enjoyed by Assignee for its own use, and for its legal representatives and assigns, to the full end of the term for which patents are granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper, or otherwise required by the Intellectual Property Agreement, to vest full title in and to the Patents in Assignee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto as of the 24th day of September 2002.

"ASSIGNOR"

PREVIO, INC.

By: Clifford L. Flowers

Name: CLIFFORD L. FLOWERS

Title: President, CTO, Secretary

ACKNOWLEDGMENT

State of California)
County of San Diego) ss:

On this [24th] day of [Sept.] 2002, before me, the undersigned, personally appeared Clifford Flowers, ~~personally known to me OR~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Lorena Moreno (Seal)
Notary Public



SCHEDULE A

PATENTS AND PATENT APPLICATIONS

United States Patent #5,778,395

United States Patent #5,907,672