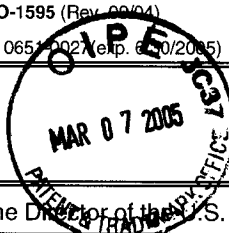


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To the Director of the U.S. Patents and Trademarks Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):  
Derek Barrett

Execution Date: January 19, 2001

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

3. Nature of Conveyance:

- ☒ Assignment [ ] Merger  
[ ] Security Agreement [ ] Change of Name  
[ ] Government Interest Assignment  
[ ] Executive Order 9424, Confirmation License  
[ ] Other \_\_\_\_\_

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

Name: EMC Corporation

Internal Address: Office of the General Counsel

Street Address: 176 South Street

City: Hopkinton

State: Massachusetts

Country: USA Zip: 01748

Additional name(s) and address(es) attached? [ ] Yes [X] No

4. Application or patent number(s):

[ ] This document is being filed together with a new application.

A. Patent Application No.(s) 09/747,737

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? [ ] Yes [X] No

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

Name: Robert Kevin Perkins

Internal Address: EMC Corporation

Office of the General Counsel

Street Address: 176 South Street

City: Hopkinton State: MA Zip: 01748

Phone Number: 508-293-6985

Fax Number: 508-293-7189

Email Address: perkins\_rkevin@emc.com

6. Total number of applications and patents involved:  
[ 1 ]

7. Total fee (37 CFR 1.21(h) & 3.41): \$ 40.00

[ ] Authorized to be charge by credit card

[X] Authorized to be charged to deposit account

[ ] Enclosed

[ ] None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit account number 05-0889

Authorized User Name Robert Kevin Perkins

9. Signature:

Robert Kevin Perkins

Signature

March 2, 2005

Date

Robert Kevin Perkins, Reg. No. 36,634

Total number of pages including cover

sheet, attachments, and documents: [ ]

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop: Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450

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## **ASSIGNMENT**

THIS ASSIGNMENT is made between DEREK BARRETT, a citizen of the Republic of Ireland, of 61 Ballea Woods, Carrigaline, Cork, Republic of Ireland (hereinafter referred to as the "Inventor", which expression shall include his successors and assigns where the context so requires or admits) of the one part and EMC CORPORATION, a Massachusetts corporation having a place of business at 35 Parkwood Drive, Hopkinton, Massachusetts 01748 U.S.A. (hereinafter referred to as the "Assignee", which expression shall include its successors and assigns and subsidiaries where the context so requires or admits) of the other part.

### **WHEREAS**

- (a) The Inventor has made certain inventions or discoveries (or both) set forth in an application for United States Letters Patent filed in the United States Patent and Trademark Office on December 21, 2000.
- (b) The Inventor is, or was at the time the invention was made, an employee of Assignee or was under contractual obligation with Assignee, and made said inventions and/or discoveries in the course of carrying out his duties as such employee or contractual duties;
- (c) The Inventor agrees that said duties were such that the same inventions and/or discoveries might reasonably be expected to result therefrom and that in consideration of such employment or contract his interest in and to said inventions and/or discoveries is held in trust for and is the absolute property of Assignee or whomsoever Assignee may nominate; and
- (d) The Assignee has requested the Inventor agree to execute the ratification of assignment hereinafter contained.

NOW THIS ASSIGNMENT WITNESSETH that in consideration of the premises and without reservations:

1. The Inventor hereby assigns, transfers, and conveys unto the Assignee the entire right and title and interest in and to said inventions and/or discoveries, said application for United States Letters Patent and any and all other applications for Letters Patent or otherwise on any and all of said inventions and/or discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation applications, and applications under the International (Paris) Convention, European Patent Convention, Patent Cooperation Treaty, Community Patent Convention, or otherwise, based in whole or in part upon any and all of said inventions and/or discoveries, or upon said application, and in and to any and all Letters Patent, reissues and extensions of Letters Patent granted for said inventions and/or discoveries or upon said application, and every priority right

that is or may be predicated upon or arise from any and all said inventions and/or discoveries, said application and Letters Patent;

2. The Inventor hereby authorized the Assignee to file and assents to the Assignee filing patent application in any and all countries on any or all of said inventions and/or discoveries in the name of the Inventors or in the name of the Assignee or otherwise as Assignee may deem advisable, under the terms of the International (Paris) Convention, European Patent Convention, Patent Cooperation Treaty, Community Patent Convention, or otherwise;

3. The Inventor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the official empowered by all other governments and under the aforesaid Conventions, Treaties or otherwise, to issue or transfer all said Letters Patent to the Assignees.

4. The Inventor hereby warrants that he has not knowingly conveyed to others any right in the said inventions and/or discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions and/or discoveries; and that the Inventor has good right to assign the same unto Assignee without encumbrance;

5. The Inventor hereby binds his heirs, legal representatives, and assigns, as well as himself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to him or to the Assignee, all acts reasonably serving to assure that said inventions and/or discoveries, said patent application and said Letters Patent shall be held and enjoyed by the Assignee as fully and entirely as the same could have been held and enjoyed by the Inventor, his heirs, legal representatives and assign if this assignment had not been made, and particularly to execute and deliver to the Assignee all lawful application documents including petitions, specifications, oaths, powers of attorney, and all assignments, disclaimers and lawful affidavits in form and substance as may be required by the Assignee; to communicate to the Assignee all facts known to the Inventor relating to said inventions and/or discoveries or the history thereof; and to furnish the Assignee with any and all documents, photographs, models, samples and other physical exhibits in the Inventor's control or in the control of his heirs, legal representatives or assign which may be useful for establishing the facts of the conceptions, disclosures, and reduction to practice of said inventions and/or discoveries;

6. The Inventor hereby irrevocably appoints the Assignee as his Attorney in his name to execute and do any document act or thing which may be necessary to comply with the provisions of Clause 5 hereof.

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or values or the aggregate amount or value of the consideration exceeds 5000 Irish pounds (five thousand Irish pounds).

IN WITNESS WHEREOF, Inventor and Assignee, by its duly authorized officer,  
have executed this Assignment.

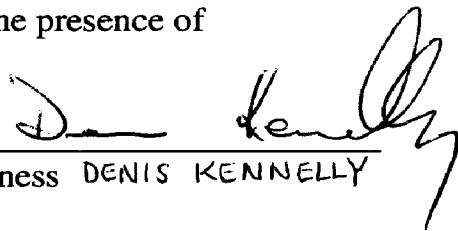
SIGNED, SEALED AND DELIVERED

By DEREK BARRETT on

Date: 19/01/2001

  
DEREK BARRETT

In the presence of

  
Witness DENIS KENNELLY

Executed on behalf of

EMC Corporation on

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: Leanne J. Fitzgerald

Title: Intellectual Property Counsel

\_\_\_\_\_  
Witness