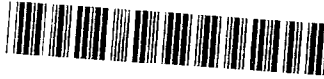


PATENT

08-30-2005

RECO



ET

103071109

TO: Commissioner of Patents and Trademarks: Please record the original document(s) or copy(ies).

## Submission Type

- ☒ New  
☐ Resubmission (Non-Recordation)

Document ID#: ☐ Correction of PTO ErrorReel #:  Frame #: ☐ Corrective DocumentReel #:  Frame #: 

## Conveyance Type

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

U.S. Government

(For use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

## Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name	Execution Date		
	Month	Day	Year
John W. Edwards, Jr.	05	25	2005
Michael Budwey	05	25	2005
	/	/	
	/	/	
	/	/	

## Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)  Stratus Technologies Bermuda Ltd.

Name (line 2)

Address (line 1)  Reidhall

Address (line 2)  3 Reid Street

Address (line 3)  Hamilton  Bermuda  HM 11

City State/Country Zip Code

08/26/2005  
OFFICE

## Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

08/29/2005 ECDOPER 00000027 11118869

01 FC:8021

40.00 OP

Mail documents to be recorded with required cover sheet(s) information to:  
Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT  
REEL: 016918 FRAME: 0917

## Correspondent Name and Address

Area Code and Telephone Number 617-261-3100

Name Patent Administrator

Address (line 1) Kirkpatrick &amp; Lockhart Nicholson Graham LLP

Address (line 2) 75 State Street

Address (line 3)

Address (line 4) Boston, MA 02109-1808

Pages Enter the total number of pages of the attached conveyance document including any attachments.

3

## Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

## Patent Application Number(s)

11/118,869

## Patent Number(s)

## Patent Cooperation Treaty (PCT)

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

## Number of Properties

Enter the total number of properties involved.

#

1

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number

#

50-1721

Authorization to charge additional fees:

Yes ☐No ☒

## 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. Charges to deposit account are authorized, as indicated herein.*

Jason P. Fiorillo, Reg. No. 52,892

Name of Person Signing

Signature

Date

**ASSIGNMENT**

WHEREAS, We, John Edwards and Michael Budwey have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

Systems and Methods for Checkpointing

and identified by

☒ Attorney Docket No. SRT-059, and/or executed by us on even date herewith and about to be filed in the United States Patent Office; and

☒ Serial No. 11/118,869 filed in the United States Patent Office on April 29, 2005; and

WHEREAS, Stratus Technologies Bermuda Ltd. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Bermuda, and having a usual place of business at Reidhall, 3 Reid Street, Hamilton HM 11, Bermuda, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

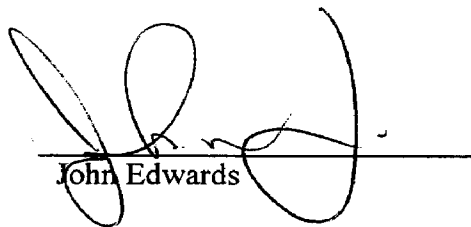
AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.


**IN TESTIMONY WHEREOF**, we have hereunto set our hands and affixed our seals on the date(s) set forth below.

Inventor:

  
John Edwards

Commonwealth of Massachusetts     )  
County of Middlesex                     ) ss

On this 25 day of May, 2005, before me, the undersigned Notary Public, personally appeared John Edwards, proved to me through satisfactory evidence of identification, which was/were MA Driver's License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

  
Signature of Notary

(Seal)

My Commission Expires: 10-21-2005

Inventor:

Michael Budwey  
Michael Budwey

Commonwealth of Massachusetts )  
County of Middlesex ) ss

On this 25 day of May, 2005, before me, the undersigned Notary Public, personally appeared Michael Budwey, proved to me through satisfactory evidence of identification, which was/were MA Driver's License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Sandra D. Dink  
Signature of Notary

(Seal)

My Commission Expires: 10-21-2005

BOS-844494 v1 0519865-0137