

03-01-2006

Docket No. 16608US10



103187108

To the Director of the U.S. Patents and Trademark Office, Washington, DC 20503

Documents or the new address(es) below.

1. Name of conveying party(ies):

James C. Peterson
Karen L. Peterson
Yuri Basin
Michael J. Beirne

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 02-16-06 and 02-20-06

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: PKWARE, Inc.

Internal Address: _____

Street Address: 648 N. Plankinton Ave., Suite 220

City: Milwaukee

State: WI

Country: USA Zip: 53203

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

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

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: James H. Williams

Internal Address: McAndrews, Held & Malloy, Ltd.

Street Address: 500 W. Madison St., 34th Floor

City: Chicago

State: Illinois Zip: 60661

Phone Number: (312) 775-8000

Fax Number: (312) 775-8100

Email Address: mhmpo@mhmlaw.com

6. Total number of applications and patents involved:

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

- Authorized to be charged by credit card
- 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 13-0017 11358538
03/01/2006 0000039 130017
01 FC:8021 40.00 DA
Authorized User Name McAndrews Held & Malloy, Ltd.

9. Signature: James H. Williams

February 21, 2006

Signature

Date

James H. Williams

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents

Documents to be recorded (including cover sheet) should be faxed to (571)273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

113277 U.S. PTO
11/358533

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ASSIGNMENT

THIS ASSIGNMENT is made by and between

James C. Peterson
N64 W14495 Poplar Drive
Menomonee Falls, WI 53051

and

PKWARE, Inc.
648 N. Plankinton Ave., Suite 220
Milwaukee, WI 53203

Karen L. Peterson
N64 W14495 Poplar Drive
Menomonee Falls, WI 53051

(hereinafter "Assignee").

Yuri Basin
405 N. Main St. Unit G
Thiensville, WI 53092

Michael J. Beirne
1414 W. Elmdale Ave. #3W
Chicago, IL 60660

(hereinafter "Assignor")

WHEREAS, Assignor has made an invention entitled:

System and Method for Manipulating and Managing Computer Archive Files
(hereinafter the "Invention"),

which is set forth and described in the patent application presently identified by Attorney Docket No. **16608US10**, which is being filed herewith, or which was filed on _____ as United States Patent Application Number _____ (hereinafter the "Application").

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Invention and the Application.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, warranties, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Representations and Warranties.**

Assignor hereby represents and warrants:

- (a) Assignor has the legal right and authority to execute this Assignment, and to validly assign the entire right, title, and interest in and to the Invention and the Application to Assignee;
- (b) Assignor has not executed any other agreement that would conflict with the terms of this Assignment, nor shall it execute any such agreement in the future; and

(c) The inventorship listed above is correct to the best of Assignor's current knowledge.

2. Assignment.

Assignor hereby irrevocably assigns to Assignee, and its successors, representatives, and assigns, the entire right, title and interest in and to the Invention, the Application, any and all continuations, continuations-in-part, divisions, reissues, reexaminations, substitutes, and extensions of the Application (each of which is hereby included as part of the "Application"), and any and all patents that may be granted for the Invention, the Application, and any and all continuations, continuations-in-part, divisions, reissues, reexaminations, substitutes, and extensions of the Application, including any and all United States and other national rights to the Invention and the Application, and any and all rights under the Paris Convention for the Protection of Industrial Property or other applicable treaties or laws with respect to the Invention and the Application.

3. Authorizations and Requests.

Assignor hereby authorizes and requests:

- (a) The Commissioner of Patents of the United States Patent and Trademark Office to record this Assignment of the Invention and the Application to Assignee;
- (b) The Commissioner of Patents of the United States Patent and Trademark Office issue any and all patents that may be granted on the Invention or the Application to Assignee, or its successors, representatives, and assigns; and
- (b) The attorney(s) of record in the Application to insert in this Assignment the filing date and serial number of the Application when officially known.

4. Further Actions.

Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Invention or the Application and/or in enforcing any and all protections or privileges deriving from the Invention or the Application.

Assignor further agrees to:

- (a) promptly communicate to said assignee or its representatives any material facts known to Assignor respecting the Invention;
- (b) testify in any legal proceeding relating to the Invention;
- (c) sign all lawful papers, including all continuations, continuations-in-part, divisions, reissues, reexaminations, substitutes, and extensions of the Application, all rightful oaths or declarations, and documents confirming or substituting for this Assignment.

5. Foreign Rights.

Assignor hereby authorizes Assignee to apply for patents on the Invention in foreign countries, claiming the filing date of the Application or the earliest priority date to which the Application is entitled under the provisions of the Paris Convention for the Protection of Industrial Property or other applicable treaties and laws, and to use this Assignment in any and all foreign patent prosecution. Assignor further agrees to execute any and all documents that may be required by Assignee to apply for patents on the Invention in foreign countries in the Assignee's name.

6. Governing Law.

This Assignment shall be construed in accordance with, and governed in all respects by, the laws of the State of Illinois, without regard to conflicts of law principles.

7. Complete Agreement.

This Assignment constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Assignment. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Assignment. This Assignment may be modified only by the prior written consent of both parties.

8. Severability.

If any part or parts of this Assignment shall be held unenforceable for any reason, the remainder of this Assignment shall continue in full force and effect. If any provision of this Assignment is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

8. Headings.

The headings of this Assignment are for reference only and shall not in any way control the meaning or interpretation of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed.

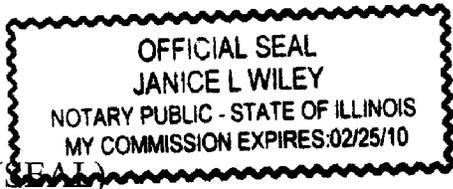
Michael J. Beirne
Michael J. Beirne

02-20-06
Date

STATE OF Illinois)
COUNTY OF Cook) SS.

I, Janice L. Wiley, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael J. Beirne personally known to me to be the same person whose name is subscribed to the foregoing instrument, acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of February, 2006.



Janice L. Wiley
Notary Public

My commission expires: Feb. 25, 2010