

3-15-06

03-17-2006



103199358

To the Honorable Commissioner of Patents and Trade

or copy thereof.

1. Name of conveying party(ies):

VERITAS Software Corporation

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

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

Name: VERITAS Operating Corporation

Street Address: 350 Ellis Street

City Mountain View State CA ZIP 94043

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

3. Nature of Conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Capital Contribution Agreement

Execution Date: June 28, 2000

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

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

A. Patent Application No.(s)

B. Patent No.(s)

6,282,710

Additional numbers attached? Yes No

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

Name: B. Noël Kivlin

Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.

Street Address: P.O. Box 398

City Austin State TX ZIP 78767-0398

6. Total number of applications and patents involved

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FINANCE SECTION

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

- Fee Authorization Form Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 501505/5760-05500
(Attach a duplicate copy of this page if paying by deposit account)

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.

B. Noël Kivlin

Name of Person Signing
Reg. No. 33,929

15
Signature

3-12-06
Date

Total number of pages: 27

OMB No. 0651-011 (exp.4/94)

03/16/2006 DBYRNE 00000057 501505 6282710
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**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF VERITAS OPERATING CORPORATION**

The undersigned, being all of the members of the Board of Directors of VERITAS Operating Corporation, a Delaware corporation (the "Corporation"), do hereby unanimously consent to, authorize and approve the adoption of the following resolutions and the actions authorized therein by this unanimous written consent in accordance with Section 141(f) of the General Corporation Law of the State of Delaware and the Bylaws of the Corporation:

CAPITAL CONTRIBUTION FROM VERITAS SOFTWARE CORPORATION


WHEREAS, that it is in the best interest of the Corporation to accept, as a capital contribution, from the Corporation's parent, VERITAS Software Corporation, a Delaware corporation (the "Parent"), the proposed transfer of all assets of the Parent, including, but not limited to, the issued and outstanding shares held by Parent in the subsidiaries specified in the Capital Contribution Agreement attached hereto as Exhibit A ("Capital Contribution Agreement") and all right, title and interest in and to intellectual property rights owned, licensed, or otherwise acquired by the Parent as specified in the Capital Contribution Agreement, but excluding all issued and outstanding shares held by the Parent of the Corporation, TeleBackup Holdings, Inc., a Delaware corporation, and Victory Merger Sub, Inc., a Delaware corporation (collectively, the "Assets").

RESOLVED, that the Corporation accept the transfer of the Assets from the Parent as a capital contribution pursuant to the Capital Contribution Agreement;

RESOLVED FURTHER, that such transfer and the contribution shall be effective as of the date of the Capital Contribution Agreement, from and after which date the Corporation shall be the beneficial owner for all purposes of the Assets, and the Parent shall hold such Assets as nominee for the benefit of the Corporation, until they have been formally transferred of record to the Corporation on the books and records of each corporation, company or governmental agency; and

RESOLVED FURTHER, that the officers of the Corporation be, and each of them hereby is, authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as said officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions and accept transfer of the Assets as a capital contribution to the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this consent as of June 28,
2000.



Mark Leslie

Fred van den Bosch

Steven Brooks

William H. Janeway

Joseph D. Rizzi

Geoffrey W. Squire

6187606v4

IN WITNESS WHEREOF, the undersigned have executed this consent as of June 28,
2000.

Mark Leslie

Fred van den Bosch

Steven Brooks

William H. Janeway

Joseph D. Rizzi

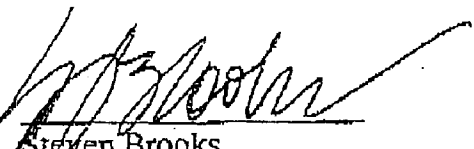
Geoffrey W. Squire

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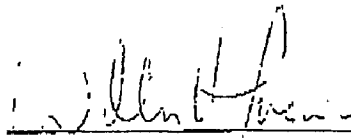
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Steven Brooks



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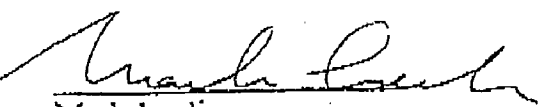


Joseph D. Rizzi

Geoffrey W. Squire

818760608

IN WITNESS WHEREOF, the undersigned have executed this consent as of June 28,
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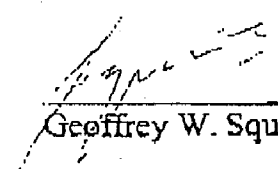
Mark Leslie

Fred van den Bosch

Steven Brooks

William H. Janeway

Joseph D. Rizzi



Geoffrey W. Squire

EXHIBIT A

CAPITAL CONTRIBUTION AGREEMENT

(VERITAS SOFTWARE CORPORATION)

CAPITAL CONTRIBUTION AGREEMENT

(VERITAS SOFTWARE CORPORATION)

This CAPITAL CONTRIBUTION AGREEMENT ("Agreement") is made and entered into effective as of June 28, 2000 ("Effective Date"), by and between VERITAS Software Corporation, a Delaware corporation ("VSC"), and VERITAS Operating Corporation, a Delaware corporation ("VOC").

Recitals

A. VSC desires to transfer, as a capital contribution, to its wholly-owned subsidiary, VOC, and VOC desires to acquire and accept from VSC, all assets of VSC, including, but not limited to, the issued and outstanding shares held by VSC in the subsidiaries specified in Exhibit A hereto and all right, title and interest in and to the intellectual property rights owned, licensed, or otherwise acquired by VSC (defined herein as the "Intellectual Property"), but excluding all issued and outstanding shares held by VSC of VOC, New TeleBackup Systems, Inc., an Alberta corporation, and Victory Merger Sub, Inc., a Delaware corporation (collectively, the "Assets"), all upon the terms and subject to the conditions contained in this Agreement.

B. VSC and VOC desire that this transfer comply with the requirements for (i) non-recognition of gain set forth in Section 351 of the United States Internal Revenue Code of 1986, as amended ("IRC"), and (ii) a reorganization under Section 368(a) of the IRC with respect to stock transferred.

The parties hereto hereby agree as follows:

Article 1 - Definitions

1.1 "Intellectual Property" shall mean and include any and all inventions, patents, copyrights, trade secrets, design rights, computer programs (in source code and object code form), flow charts, formulae, enhancements, updates, modifications, translations, adaptations, information, specifications, designs, process technology, manufacturing requirements, quality control standards, and other intellectual property rights, intangible property rights, and proprietary rights acquired and/or held by VSC, including any trade names, trademarks, service marks, domain names, logos, or similar designations marks.

1.2 "Products" shall mean the software products owned, licensed, or otherwise acquired by VSC as of the Effective Date of this Agreement, and all upgrades, modifications and enhancements thereto.

2.1 VSC hereby contributes, transfers, conveys and assigns, and VOC hereby accepts, as a contribution to the capital to VOC, all right, title and interest in and to the Assets, including, but not limited to, the following rights, title and interest in and to the Intellectual Property: (i) all of VSC's right, title and interest in and to the Intellectual Property existing as of the Effective Date of this Agreement; (ii) such other rights, title and interest in and to the Intellectual Property owned, licensed, or otherwise acquired by VSC on or after the Effective Date related to the production, licensing or sale of the Products; and (iii) all modifications, improvements, and enhancements to the rights specified in (i) - (ii) above.

2.2 VSC hereby assigns to VOC the Intellectual Property described in Article 2.1 hereof, and VOC hereby accepts such assignment. Without limiting the generality of the foregoing, VSC hereby assigns to VOC the Trademarks pursuant to Exhibit B, which is attached hereto, and VOC hereby accepts such assignment.

2.3 The foregoing contribution of Intellectual Property and related rights is subject to (i) any pre-existing licenses of the same, as granted to other parties, (ii) any licenses reserved to VSC with respect to the Intellectual Property, and (iii) any other licenses agreed upon between the parties in favor of VSC.

Article 3 - Representations and Warranties

3.1 Subject to Article 2.3 hereof, VSC hereby warrants, represents, and covenants to VOC that VSC has the full right, power, and authority to contribute, transfer, and deliver to VOC all of the rights to the Assets described herein in accordance with this Agreement, free and clear of all liens, charges, claims, equities, restrictions, and encumbrances.

3.2 VSC further covenants and agrees that it will from time to time, at its own cost and upon the reasonable written request of VOC, execute and deliver any and all documents and do any and all acts that may be reasonably necessary to enable VOC to register or otherwise perfect VOC's right, title, or interest in and to the Assets and that it will cooperate with VOC in every reasonable way in order to carry out the intent of this Agreement.

3.3 VOC hereby warrants, represents, and covenants to VSC that VOC is a duly organized and existing corporation under the laws of Delaware, has all the corporate powers and authority necessary to carry on the business it now conducts, and has the power and authority to accept as a capital contribution the Assets from VSC on the terms and conditions set forth herein.

Article 4 - General Provisions

4.1 This Agreement may be executed in counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

4.2 The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of California, excluding its conflict of laws rules.

4.3 The subject headings of the Articles of this Agreement are included for the purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

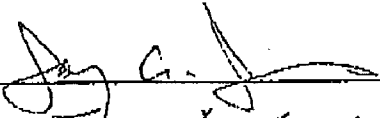
4.4 The parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

4.5 The terms and conditions contained herein, including the Exhibits hereto, constitute the entire agreement between the parties hereto and shall supersede all previous communications, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon any party hereto unless in writing signed by a duly authorized officer or representative thereof in which this Agreement is expressly referred to.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized and empowered officers and representatives as of the date first written above.

VERITAS SOFTWARE CORPORATION

VERITAS OPERATING CORPORATION

By: 
Name: Jay A. Jones
Title: Senior V.P. + C.A.O.

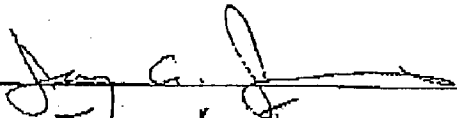
By: 
Name: Jay A. Jones
Title: Senior V.P. + C.A.O.

EXHIBIT ASUBSIDIARIES

| <u>Name of Company</u> | <u>Jurisdiction</u> | <u>Shares</u> |
|---|---------------------|--|
| VERITAS Software Global Corporation | Delaware, U.S.A. | 736 common shares |
| Seagate Software International Holdings, Ltd. | Cayman Islands | 2 ordinary shares at a par value of US\$1.00 each |
| VERITAS Software Corporation Italy S.r.l. | Italy | 1 quota |
| VERITAS Software Corporation, S.L. | Spain | 100 nominative quotas with a par value of Euros 36.06 each |
| VERITAS Software Brazil Ltda | Brazil | 836,004 quotas at a par value of R\$836,004.00 |
| VERITAS Software Holdings Limited | Ireland | 2 ordinary shares at 1IR Stg. each |
| VERITAS Software International Limited | Ireland | 1 ordinary share at 1 Euro each |
| VERITAS Software GmbH | Switzerland | 1 quota with nominal value of CHF 100,000 |

EXHIBIT B

TRADEMARKS ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, VERITAS Software Corporation, a Delaware corporation ("Assignor"), does hereby assign, transfer, convey to VERITAS Operating Corporation, a Delaware corporation ("Assignee"), its successors and assigns, to have and to hold for their own use and benefit forever, all of Assignee's right, title and interest in and to all of its trademarks and goodwill associated therewith on the date set forth below (the "Trademarks").

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of June 28, 2000.

ASSIGNOR:
VERITAS SOFTWARE CORPORATION

By: Jay A. Jones

Name: Jay A. Jones

Title: Senior V.P. & CAO

ASSIGNEE:
VERITAS OPERATING CORPORATION

By: Jay A. Jones

Name: Jay A. Jones

Title: Senior V.P. & CAO

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF VERITAS OPERATING CORPORATION**

The undersigned, being all of the members of the Board of Directors of VERITAS Operating Corporation, a Delaware corporation (the "Corporation"), do hereby unanimously consent to, authorize and approve the adoption of the following resolutions and the actions authorized therein by this unanimous written consent in accordance with Section 141(f) of the General Corporation Law of the State of Delaware and the Bylaws of the Corporation:

CAPITAL CONTRIBUTION TO GLOBAL

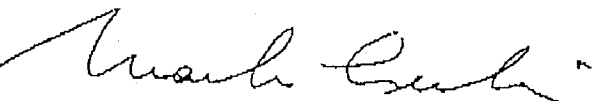
WHEREAS, that the Corporation proposes to transfer to its wholly-owned subsidiary VERITAS Software Global Corporation, a Delaware corporation ("Global"), all assets of the Corporation including, but not limited to, all of the issued and outstanding shares held by the Corporation in the subsidiaries specified in the Capital Contribution Agreement attached hereto as Exhibit A ("Capital Contribution Agreement"), but excluding all right, title and interest in and to the intellectual property rights owned, licensed, or otherwise acquired by the Corporation, and all outstanding and issued shares held by the Corporation of Global, VERITAS Software Holdings Limited, an Irish corporation, VERITAS Software International Limited, an Irish corporation, OpenVision International, LTD., a Delaware corporation, StorageNetworks, Inc., a Delaware corporation, and X:Drive, Inc., a Delaware corporation, cash, all of VOC's agreements with Sun Microsystems, Inc., Hewlett-Packard Company, and Microsoft Corporation, and the employees and goodwill of the Corporation (collectively, the "Assets"), as a capital contribution.

RESOLVED, that the proposed transfer by the Corporation to Global, as a capital contribution, of the Assets pursuant to the Capital Contribution Agreement is hereby approved;

RESOLVED FURTHER, that such transfer and the contribution shall be effective as of the date of the Capital Contribution Agreement, from and after which date Global shall be the beneficial owner for all purposes of the Assets, and the Corporation shall hold the Assets as nominee for the benefit of Global, until they have been formally transferred of record to Global on the books and records of each corporation, company or governmental agency; and

RESOLVED FURTHER, that the officers of the Corporation be, and each of them hereby is, authorized to do and perform any and all such acts, including execution of any and all documents, proxies and certificates, as said officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions and transfer of the Assets as a capital contribution to Global.

IN WITNESS WHEREOF, the undersigned have executed this consent as of June 30,
2000.



Mark Leslie

Fred van den Bosch

Steven Brooks


William H. Janeway

Joseph D. Rizzi

Geoffrey W. Squire

IN WITNESS WHEREOF, the undersigned have executed this consent as of June 30,
2000.

Mark Leslie



Fred van den Bosch

Steven Brooks

William H. Janeway

Joseph D. Rizzi

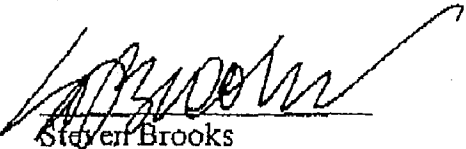
Geoffrey W. Squire

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IN WITNESS WHEREOF, the undersigned have executed this consent as of June 30,
2000.

Mark Leslie

Fred van den Bosch



Steven Brooks

William H. Janeway

Joseph D. Rizzi

Geoffrey W. Squire

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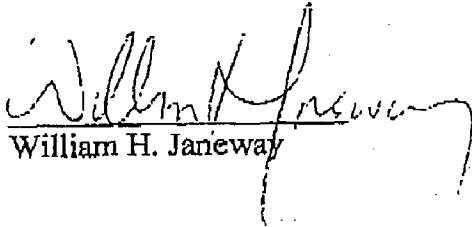
PATENT
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IN WITNESS WHEREOF, the undersigned have executed this consent as of June 30,
2000.

Mark Leslie

Fred van den Bosch

Steven Brooks



William H. Janeway

Joseph D. Rizzi

Geoffrey W. Squire

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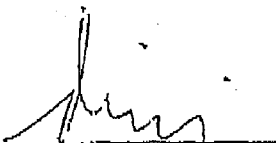
IN WITNESS WHEREOF, the undersigned have executed this consent as of June 30,
2000.

Mark Leslie

Fred van den Bosch

Steven Brooks

William H. Janeway



Joseph D. Rizzi

Geoffrey W. Squire

618861201

IN WITNESS WHEREOF, the undersigned have executed this consent as of June 30,
2000.



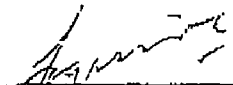
Mark Leslie

Fred van den Bosch

Steven Brooks

William H. Janeway

Joseph D. Rizzi



Geoffrey W. Squire

EXHIBIT A

CAPITAL CONTRIBUTION AGREEMENT

(VERITAS OPERATING CORPORATION)

CAPITAL CONTRIBUTION AGREEMENT

(VERITAS OPERATING CORPORATION)

This CAPITAL CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into effective as of June 30, 2000 ("Effective Date"), by and between VERITAS Operating Corporation, a Delaware corporation ("VOC"), and VERITAS Software Global Corporation, a Delaware corporation ("Global").

Recitals

A. VOC holds all issued and outstanding stock of Global, and as a contribution to the capital of Global, VOC desires to contribute, transfer, convey and assign to Global, and Global desires to acquire and accept from VOC, all assets of VOC, including, but not limited to, all of the issued and outstanding shares held by VOC in the subsidiaries specified in Exhibit A hereto, but excluding all intellectual property rights owned, licensed, or otherwise acquired by VOC and all outstanding and issued shares held by VOC of Global, VERITAS Software Holdings Limited, an Irish corporation, VERITAS Software International Limited, an Irish corporation, OpenVision International, LTD., a Delaware corporation, StorageNetworks, Inc., a Delaware corporation, and X:Drive, Inc., a Delaware corporation, cash, all of VOC's agreements with Sun Microsystems, Inc., Hewlett-Packard Company, and Microsoft Corporation, and the employees and goodwill of VOC (collectively, the "Assets"), all upon the terms and subject to the conditions contained in this Agreement.

B. VOC and Global desire that this transfer comply with the requirements for (i) non-recognition of gain set forth in Section 351 of the United States Internal Revenue Code of 1986, as amended ("IRC"), and (ii) a reorganization under Section 368(a) of the IRC with respect to stock transferred.

The parties hereto hereby agree as follows:

Article 1 - Contribution of Capital to Global

1.1 VOC hereby contributes, transfers, conveys, assigns and delivers to Global and Global hereby acquires and accepts from VOC, all of VOC's right, title and interest in and to the Assets.

1.2 The parties shall take all such actions and execute and deliver such documents as may be reasonably necessary to transfer the Assets to Global and to vest in Global all right, title and interest thereto.

Article 2 - Representations and Warranties

2.1 VOC hereby warrants, represents, and covenants to Global that VOC has the full right, power, and authority to contribute, transfer, and deliver to Global all of the rights to the Assets free and clear of all liens, charges, claims, equities, restrictions, and encumbrances.

2.2 VOC further covenants and agrees that it will from time to time, at its own cost and upon the reasonable written request of Global, execute and deliver any and all documents and do any and all acts that may be reasonably necessary to enable Global to register or otherwise perfect Global's right, title, or interest in and to the Assets and that it will cooperate with Global in every reasonable way in order to carry out the intent of this Agreement.

2.3 Global hereby warrants, represents, and covenants to VOC that Global is a duly organized and existing corporation under the laws of Delaware, has all the corporate powers and authority necessary to carry on the business it now conducts, and has the power and authority to accept as a capital contribution the Assets from VOC on the terms and conditions set forth herein.

Article 3 - General Provisions

3.1 This Agreement may be executed in counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

3.2 The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of California, excluding its conflict of laws rules.

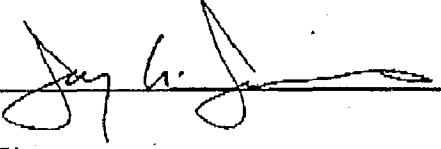
3.3 The subject headings of the Articles of this Agreement are included for the purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

3.4 The parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

3.5 The terms and conditions contained herein, including the attachments hereto, constitute the entire agreement between the parties hereto and shall supersede all previous communications, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon any party hereto unless in writing signed by a duly authorized officer or representative thereof in which this Agreement is expressly referred to.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized and empowered officers and representatives as of the date first written above.

VERITAS OPERATING CORPORATION

By:  _____

Name: _____
Jay A. Jones
SVP AND CHIEF
ADMINISTRATIVE OFFICER

VERITAS SOFTWARE GLOBAL CORPORATION

By:  _____

Name: _____
Jay A. Jones
SVP AND CHIEF
ADMINISTRATIVE OFFICER

EXHIBIT A

SUBSIDIARIES

| <u>Name of Company</u> | <u>Jurisdiction</u> | <u>Number of Shares/Quotas</u> |
|---|---------------------|--|
| VERITAS Software Pty Ltd | Australia | 100 ordinary shares |
| VERITAS FSC, Inc. | Barbados | 1000 common shares |
| VERITAS Software Brazil Ltda | Brazil | 836,004 quotas at a par value of R\$836,004.00 |
| VERITAS Software (Canada) Inc. | Canada | 2,000 common shares |
| Seagate Software International Holdings, Ltd. | Cayman Islands | 2 ordinary shares at a par value of US\$1.00 each |
| VERITAS Software Corporation ApS | Denmark | 125 shares at a par value of DKK 1,000 |
| VERITAS Software Hong Kong Limited | Hong Kong | 999 ordinary shares at a par value of HKD 1.00 each and 1 share held by OpenVision International, LTD on trust for VOC |
| VERITAS Software India PVT Ltd. | India | 8,599,980 Equity shares at a par value of RS. 10/- per share |
| VERITAS Software Corporation Italy S.r.l. | Italy | 1 quota |
| VERITAS Software K.K. | Japan | 2,400 shares |
| VERITAS Software Malaysia Sdn. Bhd | Malaysia | 2 ordinary shares at a par value of RM 2/- per share |
| VERITAS Software Benelux B.V. | Netherlands | 40 shares at a par |

| | | |
|--|------------------|---|
| | | value of NLG 1,000. |
| VRTS Software Corporation AS | Norway | 100 shares at a par value of NOK 1000 |
| VERITAS Software Corporation, S.L. | Spain | 100 nominative quotas with a par value of Euros 36.06 each |
| VERITAS Software Corporation Sweden AB | Sweden | 1,000 shares at a par value of SEK 100 |
| VERITAS Software GmbH | Switzerland | 1 quota in the nominal value of CHF 100,000 representing 100% of the nominal capital of VERITAS Software GmbH |
| TeleBackup Holdings, Inc. | Delaware, U.S.A. | 1000 shares of common stock |