

01-03-2007

ET SYMS060355



103355556

To the Director of the U.S. Patent.

and documents or the new address(es) below.

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

Pu Ou
Dale Cardin
Anthony T. Orling

Execution Date:
December 20, 2006
December 20, 2006
December 20, 2006

2. Name and address of receiving party(ies)

Name: Symantec Corporation

Internal Address:

Street Address: 350 Ellis Street

City: Mountain View

State: California

Country: Zip: 94043

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

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

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 of party to whom correspondence concerning this document should be mailed:

Name: Robert M. Brush

Internal Address: MOSER IP LAW GROUP

Street Address: 1040 Broad Street - 2nd Floor

City: Shrewsbury

State: New Jersey Zip: 07702

Phone Number: (732) 935-7100

Fax Number: (732) 935-7122

Email Address: rbrush@moseriplaw.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 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 50-3562

Authorized User Name:
Robert M. Brush / Moser IP Law Group

9. Signature:

December 21, 2006

Robert M. Brush

Signature
Reg No. 45,710

Date
Total number of pages including cover sheet, attachments, and documents: 3

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, V.A. 22313-1450

ASSIGNMENT FOR APPLICATION FOR PATENT.

WHEREAS:

**Names and Addresses
of Inventors:**

- 1) Pu Ou
4491 Spanish Oaks Drive
San Luis Obispo, CA 93401
- 2) Dale Cardin
1338 Oceanaire Dr.
San Luis Obispo, CA 93405
- 3) Anthony T. Orling
1734 Atla Street
San Luis Obispo, CA 93401

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**METHOD AND APPARATUS FOR FILE SHARING BETWEEN CONTINUOUS
AND SCHEDULED BACKUPS**

for which application for Letters Patent in the United States was executed on even date herewith;
and

WHEREAS, Symantec Corporation, a corporation of the State of Delaware, having a place of business at 350 Ellis Street, Mountain View, CA 94043 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications,

declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

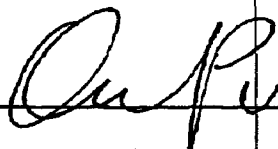
3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) 12-20, 2006

Pu Ou



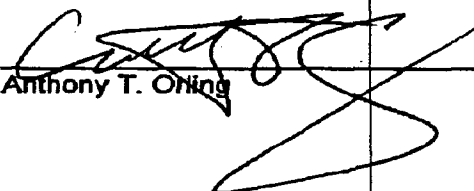
2) 12-20, 2006

Dale Cardin



3) 12-20, 2006

Anthony T. Onling



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