

03-05-2007

SYMS060322

To the Director of the U.S. Patents and Trademark Office

Comments or the new address(es) below.

2-8-07

1. Name of conveying party(ies)/Exec

103378114

U.S. PTO
Class of receiving party(ies) 11/704010
02/08/2007

Execution Date:
William R. Weisgerber February 7, 2007
Harold J. Dellenger February 7, 2007

Name: Symantec Corporation

Internal Address:

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

Street Address: 350 Ellis Street

3. Nature of conveyance:

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

City: Mountain View

State: California

Country: _____ Zip: 94043

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)

11/704010

Additional numbers attached? Yes No

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

6. Total number of applications and patents involved: 1

Name: Robert M. Brush

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

Internal Address: MOSER IP LAW GROUP

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

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

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:

February 8, 2007

Robert M. Brush

Signature
Reg No. 45,710

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, V.A. 22313-1450

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

**Names and Addresses
of Inventors:**

- 1) William R. Weisgerber
502 Willow Lake Court
Lake Mary, FL 32746
- 2) Harold J. Dellenger
2133 Alaqu Lakes Boulevard
Longwood, FL 32779

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

METHOD AND APPARATUS FOR EVALUATING A BACKUP POLICY IN A COMPUTER NETWORK

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 terms 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) 2/7 2007


WILLIAM F. WEISGEBER

2) 2/17 2007


HAROLD J. DELLENGER