

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TERRASCALE TECHNOLOGIES INC.	04/18/2007
RECEIVING PARTY DATA	
Name:	RACKABLE SYSTEMS, INC.
Street Address:	1933 Milmont Drive
City:	Milipitas
State/Country:	CALIFORNIA
Postal Code:	95035
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10980186
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 1:	1981 McGill College Ave., Suite 1600
Address Line 4:	Montreal, Quebec, CANADA H3A 2Y3
ATTORNEY DOCKET NUMBER:	16764-4US CMB/AD
NAME OF SUBMITTER:	C. Marc Benoit
Total Attachments: 2 source=Assign167644US#page1.tif source=Assign167644US#page2.tif	

CH \$40.00 10980186

# ASSIGNMENT OF INVENTION

## UNIVERSAL

WHEREAS,

**TERRASCALE TECHNOLOGIES INC.** (hereinafter referred to as Assignor), whose full post address(es) is, **407, McGill Street, Suite 1002, Montreal, Quebec, Canada, H2Y 2G3**

is the owner of the invention entitled: **METHOD AND SYSTEM FOR NETWORK STORAGE DEVICE FAILURE PROTECTION AND RECOVERY**

WHEREAS, **RACKABLE SYSTEMS, INC.** (hereinafter referred to as the Assignee), whose full post address is **1933 Milmont Drive, Milpitas, California 95035** is desirous of acquiring the entire right, title and interest in and to said invention or inventions and in and to any and all patents to be obtained therefore;



NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, I/We have and by these presents do hereby sell, assign and transfer unto said Assignee, its successors and assigns, the entire right, title and interest in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any applications filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents, reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions, and any divisional, continuation, continuation-in-part, substitute application(s) or supplementary disclosure(s) which may be filed upon said invention or inventions, in any country; and I/We hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee.

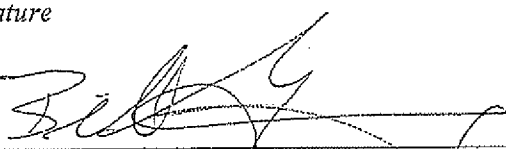
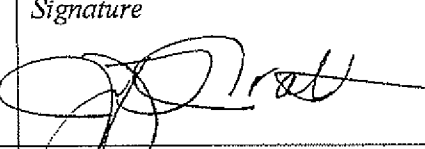
I/We further agree, without any payment by said Assignee other than expenses incurred by the undersigned, to communicate to said Assignee, its representatives or agents, any facts relating to said invention or inventions, including evidence for interference purposes or for other proceedings, whenever requested; testify in any interference, litigation or other proceedings, whenever requested; and execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective, and likewise make these provisions binding upon my/our heirs, legal representatives, administrators and assigns.

AND ASSIGNOR, on behalf of itself and its executors and administrators, does hereby covenant and agree to do all such lawful acts and things and to execute without further consideration such further lawful assignments, documents, assurances, applications and other instruments as may reasonably

be required by said Assignee, its successors, assigns, or legal representatives, to obtain any and all Letters Patent for the Invention and vest the same in said Assignee, its successors, assigns, or legal representatives.

THE PARTIES agree to this Assignment being drawn up in the English language.

Assignor	Witness
<i>Per</i> <b>TERRASCALE TECHNOLOGIES INC</b>	
<i>Signature</i> 	<i>Signature</i> 
<i>Date</i> 4/18/07	<i>Date</i> 4/18/07

Assignee	Witness
<i>Per</i> <b>RACKABLE SYSTEMS, INC.</b>	
<i>Signature</i> 	<i>Signature</i> 
<i>Date</i> 4/18/07	<i>Date</i> 4/18/07