

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

George Candea, Mayank Bawa and  
Anastasios Argyros

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

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

Execution Date(s) June 4, 2007; May 24, 2007; May 24, 2007

- ☒ 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: ASTER DATA SYSTEMS, INC.

Internal Address: \_\_\_\_\_

Street Address: 3000 Bridge Parkway

Suite 210

City: Redwood City

State: CA

Country: US Zip: 94065

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

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

A. Patent Application No.(s)

11/692,113 filed March 27, 2007

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Martin C. Fliesler

Internal Address: Fliesler Meyer LLP

Customer No. 23910

Street Address: 650 California Street

14th Floor

City: San Francisco

State: CA Zip: 94108

Phone Number: 415.362.3800

Fax Number: 415.362.2928

Email Address: officeactions@fdml.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 06-1325

Authorized User Name Fliesler Meyer LLP

**9. Signature:**



Signature

06/05/2007

Date

Karl F. Kenna

Name of Person Signing

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

5

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

Attorney Docket No.: ASTER-01002US0  
kfk/aster/1002us0/Assignment\_Recordation\_Form.pdf

**PATENT**

**REEL: 019386 FRAME: 0586**

**700328196**

CH \$40.00 061325 11692113

## JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) George Candea  
a resident of Los Altos, CA; and

(2) Mayank Bawa  
a resident of Sunnyvale, CA; and

(3) Anastasios Argyros  
a resident of San Carlos, CA

have invented certain new and useful improvements in:

### SYSTEM AND METHOD FOR USING FAILURE CASTING TO MANAGE FAILURES IN COMPUTER SYSTEMS

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention having been filed on the March 27, 2007 and assigned U.S. Patent Application No. 11/692,113.

WHEREAS ASTER DATA SYSTEMS, INC. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 3000 Bridge Parkway, Suite 210, Redwood City, California 94065, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

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

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said

6/6/2007

Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

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

4. Said Inventors hereby jointly and severally 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 Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

June 4, 2007  
Date \_\_\_\_\_ (1) George H. Candea  
George Candea

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(name and title of officer)  
personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\*\*\*\*\*

24 MAY 2007  
Date

(2) Mayank Bawa  
Mayank Bawa

State of \_\_\_\_\_

Country of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(name and title of officer)

personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\*\*\*\*\*

May 24th, 2007  
Date

(3) Anastasios S. Argyros  
Anastasios Argyros

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(name and title of officer)  
personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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