

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
St. Bernard Software, Inc.	08/14/2007
RECEIVING PARTY DATA	
Name:	EVault, Inc.
Street Address:	6121 Hollis Street
City:	Emeryville
State/Country:	CALIFORNIA
Postal Code:	94608
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11266528
Application Number:	60903941
CORRESPONDENCE DATA	
Fax Number:	(650)324-0638
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650 324-7000
Email:	smanibusan@hewm.com
Correspondent Name:	Paul Davis
Address Line 1:	275 Middlefield Road
Address Line 4:	Menlo Park, CALIFORNIA 94025
ATTORNEY DOCKET NUMBER:	42277-0007
NAME OF SUBMITTER:	Paul Davis
Total Attachments: 5 source=Scan001 (3)#page1.tif source=Scan001 (3)#page2.tif source=Scan001 (3)#page3.tif	

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ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

WHEREAS, St. Bernard Software, Inc., a Delaware corporation, having its principal place of business at 1505 Avenue of Science, San Diego, California 92128 ("Assignor"), is the owner of the following patents and patent applications:

ISSUED PATENTS ("Patents")

Country	Patent Number	Title	Issue Date/ Expiration Date

PENDING PATENTS ("Patent Applications")

Country	Application No.	Title	Filing Date
United States	11/266,528	Malware and Spyware Attack Recover System and Method	11/3/2005
United States		Malware and Spyware Attack Recover System and Method	6/28/2007
United States	60/903,941	Method, System and Computer Program Product For Gaining Priority for File Access to a Storage Device	2/28/2007

WHEREAS, EVault, Inc., a Delaware corporation, having its principal place of business at 6121 Hollis Street, Emeryville, California 94608, ("Assignee"), is desirous of acquiring the entire and exclusive right, title and interest in and to the said inventions in the United States and throughout the world, and in and to any Letters Patent which may be granted and issued therefore;

NOW, THEREFORE, in consideration of the sum of One Dollars (\$1.00) to Assignor in hand paid, the foregoing recitals, the mutual covenants and agreements contained in the Asset Purchase Agreement, dated as of August 7, 2007 (the "Agreement"), by and between Assignor and Assignee and other good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest throughout the world in and to said Patents and Patent Applications, the underlying inventions described therein, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues and renewals thereof, or other equivalents thereof (collectively, the "Assigned Patents and Patent Applications"), and further, all rights and privileges pertaining to the Assigned Patents and Patent Applications including without limitation the right, if any, to sue, bring other actions, and recover damages for past, present and future infringement thereof.

2. **Further Assignment.** Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and said Patent Applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

3. **Authorization of Patent and Trademark Office to Record.** Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. **Further Assurances.** At reasonable cost to Assignor, Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Patents and Patent Applications and any improvements thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 14th day of August, 2007.

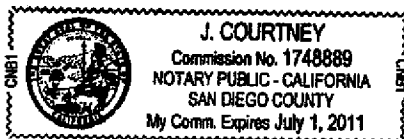
[TO BE NOTARIZED]

ST. BERNARD SOFTWARE, INC.

By: 

Name: Vincent A Russo

Title: CEO



JURAT

State of California

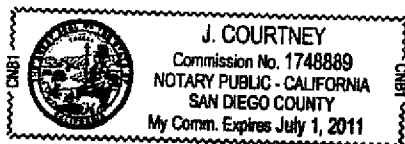
County of San Diego

Subscribed and sworn to (or affirmed) before me on

this 14 day of August, 2007,

by Vincent A. Rossi

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

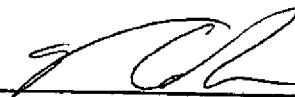


(seal)

Signature J. Courtney

Assignor hereby releases and forever quitclaims to Assignee all of its right, title and interest in and to the Assigned Patents and Patent Applications.

ST. BERNARD SOFTWARE, INC.

By: 

Name: Vincent A Rossi

Title: CEO

Assignee hereby accepts the foregoing assignment:

EVAULT, INC.

By: _____

Name: _____

Title: _____

Assignor hereby releases and forever quitclaims to Assignee all of its right, title and interest in and to the Assigned Patents and Patent Applications.

ST. BERNARD SOFTWARE, INC.

By: _____

Name: _____

Title: _____

Assignee hereby accepts the foregoing assignment:

EVAVLT, INC.

By:  _____

Name: Mark E. Grace

Title: Director