

01-29-2008

EET



Docket No.: EMS-07301CON1

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

103478155

Send documents or the new address(es) below.

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

- (a) **Fernando OLIVEIRA**
- (b) **Jeffrey A. SCHRIESHEIM**

Execution Date(s): (a) and (b) March 12, 2004

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

2. Name and address of receiving party(ies):

Name: **EMC Corporation**

Internal Address:

Street Address: **176 South Street
Hopkinton, Massachusetts 01748**

Country: **United States of America**

Additional name(s) & address(es) 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 or patent number(s):

A. Patent Application No.(s) **11/983,774**

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: **Muirhead and Saturnelli, LLC**

Internal Address:

Street Address: **200 Friberg Parkway
Suite 1001**

City: **Westborough**

State: **Massachusetts** Zip: **01581**

Fax Number: **508-898-8602**

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 **05-0889**
Authorized User Name **Anne E. Saturnelli**

9. Signature:

Anne E. Saturnelli, Reg. No. 41,290
Name of Person Signing

Signature

01/28/2008 NJANA1 00000102 050889 1198377
01 FC:8021 **January 29, 2008**
Date

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

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 U.S. Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS, **Fernando Oliveira** of **Sudbury, Massachusetts** and **Jeffrey A. Schriesheim** of **Lexington, Massachusetts** have developed certain inventions described in U.S. patent application titled **CONTINUOUS DATA BACKUP USING DISTRIBUTED JOURNALING**, the specification of which is attached hereto, and have full right to convey the entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, **EMC Corporation** ("Assignee"), having offices in **Hopkinton, Massachusetts**, is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned do hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, the entire right, title and interest throughout the world 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 application filed in the U.S. or any foreign country based thereon, including the right to file said applications and claim priority under the provisions of any U.S. or international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or 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 or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

The undersigned further agree, without any further payment or compensation by said Assignee or its successors and assigns, to communicate to said Assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

IN TESTIMONY WHEREOF, the undersigned has hereunto set their hands and seals on the date after their signatures.

3/12/04
Date

Fernando Oliveira
Fernando Oliveira

State of Massachusetts)
County of Middlesex

On this 12 day of March, 2004 before me personally appeared **Fernando Oliveira**, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as their free act and deed.

Nancy E. Buck
Notary Public
My commission expires 8-27-2010

3/12/04
Date

Jeffrey A. Schriesheim
Jeffrey A. Schriesheim

State of Massachusetts)
County of Middlesex

On this 12 day of March, 2004 before me personally appeared **Jeffrey A. Schriesheim**, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as their free act and deed.

Nancy E. Buck
Notary Public
My commission expires 8.27.2010