

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------|----------------|
| Douglas E LeCrone | 06/24/1999 |
| Daniel A Murphy | 06/24/1999 |
| Denis Hall | 06/24/1999 |

RECEIVING PARTY DATA

| | |
|-----------------|------------------|
| Name: | EMC Corporation |
| Street Address: | 176 South Street |
| City: | Hopkinton |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 01748 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 10692285 |

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

E30-033CON

NAME OF SUBMITTER:

George A. Herbster

Total Attachments: 3

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PATENT

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A S S I G N M E N T

WHEREAS We, **Douglas E. LeCrone** of **6 Falcon Ridge Drive, Hopkinton, Massachusetts 01748** and **Daniel A. Murphy** of **25 Highcroft Way, Hopkinton, Massachusetts 01748** and **Denis Hall** of **10 Sylvan Avenue, Chelmsford, Massachusetts 01824**, citizens of the **United States of America** (hereinafter called **Assignors**) have invented certain new and useful improvements in a **METHOD AND APPARATUS FOR MONITORING UPDATE ACTIVITY IN A DATA STORAGE FACILITY**, which application was executed on even date herewith (and is further identified by **Pearson and Pearson Docket Number 99-035**); and

WHEREAS **EMC Corporation**, a corporation duly organized under the Laws of the **Commonwealth of Massachusetts**, located at **171 South Street, Hopkinton, County of Middlesex, Massachusetts**, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the receipt of which is hereby acknowledged, and other good and valuable consideration, **Assignors** have sold, assigned and transferred and by these presents do sell, assign and transfer unto the said **EMC Corporation**, its successors and assigns the full and exclusive right, title and interest in and to said invention and in and to said patent application in the United States of America and its territorial possessions and in any and all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States of America or in any and all said foreign countries and in and to any and all divisions, continuations, renewals, substitutions or reissues and extensions thereof for the full term or terms for which the same may be granted;


Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;


Assignors hereby authorize and request the Patent and Trademark Office officials in the United States of America and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said **EMC Corporation** as the assignee of **Assignors'** entire right, title and interest in and to the same for the sole use and behoof of said **EMC Corporation**, its successors and assigns to the full end of the term for which any of said Letters Patent may be granted as fully and entirely as the same would have been held by **Assignors** had this assignment and sale not been made;


Further, **Assignors** agree to communicate to **EMC Corporation** or its representatives any facts known to **Assignors** respecting said invention, to testify in any legal proceeding, to sign all lawful papers, to execute all divisional, continuation, substitution, renewal and reissue applications, to execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said **EMC Corporation**, to make all rightful oaths and generally to do everything possible to aid said **EMC Corporation**, its successors and assigns to obtain and enforce proper protection for said invention in the United States of America and in any and all foreign countries without further compensation, but at the expense of **EMC Corporation**, its successors, assigns or other legal representatives; and

Assignors hereby appoint the Secretary or any other officer of **EMC Corporation** as **Assignors'** attorney-in-fact and agent to execute all documents required or appropriate to perfect or enforce all rights assigned under this Agreement and further authorizes **Assignors'** attorney and attorneys and the attorney and attorneys for **EMC Corporation** to register this assignment in any and all countries.

IN TESTIMONY WHEREOF **Douglas E. LeCrone** **Daniel A. Murphy** and **Denis Hall** have hereunto set their hands and seals this 24th day of June, 1999.


Douglas E. LeCrone


Daniel A. Murphy


Denis Hall

Commonwealth of Massachusetts

Middlesex County

) SS:

Before me personally appeared the above named **Douglas E. LeCrone and Daniel A. Murphy and Denis Hall** on the date aforesaid, known to me to be the persons described herein, who executed the foregoing instrument before me and acknowledged the same to be their free acts and deeds.

(Notarial Seal)

Will K. Furrer
Notary Public

My commission expires:

9-2-2005