

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>James Ohr</td> <td>12/18/2008</td> </tr> <tr> <td>Michael Zeis</td> <td>12/18/2008</td> </tr> <tr> <td>Dean Elling</td> <td>12/18/2008</td> </tr> <tr> <td>Stephan Kurt Gipp</td> <td>12/18/2008</td> </tr> <tr> <td>William DesJardin</td> <td>12/18/2008</td> </tr> </tbody> </table>		Name	Execution Date	James Ohr	12/18/2008	Michael Zeis	12/18/2008	Dean Elling	12/18/2008	Stephan Kurt Gipp	12/18/2008	William DesJardin	12/18/2008
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Stephan Kurt Gipp	12/18/2008												
William DesJardin	12/18/2008												
RECEIVING PARTY DATA													
Name:	Symantec Corporation												
Street Address:	20330 Stevens Creek Blvd												
City:	Cupertino												
State/Country:	CALIFORNIA												
Postal Code:	95014												
PROPERTY NUMBERS Total: 1													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12338563</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12338563								
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CORRESPONDENCE DATA													
Fax Number:	(732)935-7122												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	732-935-7100												
Email:	rbrush@moseriplaw.com												
Correspondent Name:	Moser IP Law Group												
Address Line 1:	1030 Broad Street												
Address Line 2:	2nd Floor												
Address Line 4:	Shrewsbury, NEW JERSEY 07702												
ATTORNEY DOCKET NUMBER:	SYMS081769												
NAME OF SUBMITTER:	Robert M. Brush												

OP \$40.00 12338563

Total Attachments: 2

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ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

- | | |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| 1) James Ohr
2032 Oakridge Street
Saint Paul, MN 55119 | 4) Stephan Kurt Gipp
10267 102 nd Court West
Inver Grove Heights, MN 55007 |
| 2) Michael Zeis
4729 Ewing Avenue S.
Minneapolis, MN 55410 | 5) William DesJardin
2681 Sheldon Street
Roseville, MN 55113 |
| 3) Dean Elling
12621 Parkwood Drive
Burnsville, MN 55337 | |

(hereinafter referred to as Assignors), have invented a certain invention entitled:

METHOD AND APPARATUS FOR OPTIMIZING A DE-DUPLICATION RATE FOR BACKUP STREAMS

WHEREAS, Symantec Corporation, a corporation of the State of Delaware, having a place of business at 20330 Stevens Creek Blvd., Cupertino, CA 95014 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

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

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.



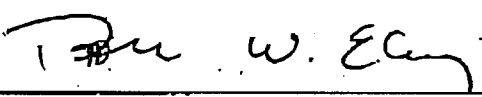


2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use

proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

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

4. Said Assignors hereby 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 Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

- 1) 12/18, 2008 
James Ohr
- 2) 12/18, 2008 
Michael Zeis
- 3) 12/18, 2008 
Dean Elling
- 4) 12/18, 2008 
Stephan Kurt Gipp
- 5) 12/18, 2008 
William DesJardin