

04-24-2009



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Documents or the new address(es) below.

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

1. Name of conveying party(ies)

Joachim F.M. De Baer  
Robert A. Wipfel

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

2. Name and address of receiving party(ies)

Name: Novell, Inc.

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

Street Address: 1800 South Novell Place

M/S H544

City: Provo

State: Utah

Country: United States

Zip: 84606

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

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

Execution Date(s) April 9, 2009

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

4. Application or patent number(s):

A. Patent Application No.(s)

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: King & Schickli, PLLC

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

Street Address: 247 North Broadway

City: Lexington

State: Kentucky

Zip: 40507

Phone Number: (859) 252-0889

Fax Number: (859) 252-0779

Email Address: buzzsanderson@iplaw1.net

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 to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 110978

Authorized User Name King & Schickli, PLLC

9. Signature:

*Michael T. Sanderson*  
Signature

4-14-09

Date

Michael T. Sanderson  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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

**ASSIGNMENT**

**WHEREAS**, we, **Joachim F. M. De Baer**, of Sint-gillis-Waas, Belgium, and **Robert A. Wipfel** of Draper, Utah, have made certain new and useful inventions as set forth in U.S. patent application \_\_\_\_\_, filed \_\_\_\_\_, 2009 entitled **DATA BACKUP FOR VIRTUAL MACHINES**;

**AND WHEREAS**, Novell, Inc., a corporation of the state of Delaware, having a place of business at 1800 South Novell Place, M/S H544, Provo, Utah 84606, is desirous of acquiring the entire right, title and interest in and to said inventions and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor based on this application;


**NOW, THEREFORE**, for good and valuable consideration, we do hereby sell, assign, transfer and set over unto Novell, Inc., its legal representatives, successors, and assigns, the entire right, title and interest in and to said inventions as set forth in the above-mentioned application, to the application itself, and in and to any and all patents of the United States and foreign countries which may be issued for said inventions;

**UPON SAID CONSIDERATIONS**, we hereby agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant,

and render all necessary assistance in making application for and obtaining original, divisional, continuation, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said inventions, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of assignor and assignee;

AND we authorize the law firm of King & Schickli, PLLC to insert the serial number and filing date of the application when known;

AND we request the Commissioner of Patents and Trademarks or the corresponding official in any foreign country in which a patent or patents may issue for said inventions, to issue said patent or patents to Novell, Inc., its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patents and the inventions covered thereby.

  
JOACHIM F. M. DE BAER

APRIL 9 2009  
DATE

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R.A. Wipfel

ROBERT A. WIPFEL

STATE OF Utah )

COUNTY OF Utah )

SS:

On this 9<sup>th</sup> day of April, 2009, before me personally appeared **ROBERT A. WIPFEL**, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

My commission expires: 6/12/09

SEAL

Amy K. Cottle  
NOTARY PUBLIC

