

4/27/09

04-28-2009



ET

To the Director of the U.S. Patent &

103558404

documents or the new address(es) below.

1. Name of conveying party(ies)

Robert Adam Fletcher, Scott Cumming,
Cristian Libotean, Mihai Cozma, Stuart Moore,
and Thomas Stones

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

2. Name and address of receiving party(ies)

Name: Neverfail Group Limited

Internal Address: _____

Street Address: 1210 Parkview

Arlington Business Park

City: Theale

State: Berkshire

Country: United Kingdom Zip: RG7 4TY

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

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

Execution Date(s) March 27 & 30, 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):

This document is being filed together with a new application.

A. Patent Application No.(s)

12/365,893

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: William D. Davis

Internal Address: Davis & Associates

Street Address: P.O. Box 1093

City: Dripping Springs

State: Texas Zip: 78620

Phone Number: (512) 858-9910

Fax Number: (512) 858-2357

Email Address: bdavis@capital-ip.com

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

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

8. Payment Information

Deposit Account Number 04/27/2009 DBYRNE 00000058 1236589

Authorized User Name 01 PL:0021

9. Signature:

William D. Davis

Signature

April 22, 2009

Date

William D. Davis, Reg. No. 38,428

Name of Person Signing

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

5

ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged,

We, **Robert Adam Fletcher, Scott Cumming, Cristian Libotean, Mihai Cozma, Stuart Moore, and Thomas Stones:**

hereby sell, assign, and transfer to **Neverfail Group Limited**, ("Assignee"), a corporation of the **United Kingdom**, having a principal place of business at **1210 Parkview, Arlington Business Park, Berkshire, United Kingdom RG7 4TY**, and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions and improvements that are disclosed in the application for the United States patent that was filed **February 4, 2009** and assigned Application No. **12/365,893** and is entitled

METHODS AND APPARATUS FOR PROVIDING CONTINUOUS AVAILABILITY OF APPLICATIONS,

and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein

conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

30 March 2009

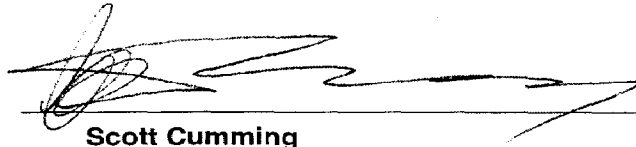
Date

Robert Adam Fletcher

Robert Adam Fletcher

27 MAR 09

Date



Scott Cumming

Date

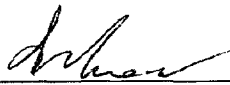
Cristian Libotean

Date

Mihai Cozma

30 March

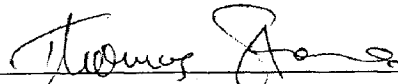
Date



Stuart Moore

27 March 2009

Date



Thomas Stones

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and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

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covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein

conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.


Date **Robert Adam Fletcher**

Date **Scott Cumming**

27-MAR-2003

Date 
Cristian Libotean

27-MAR-2003

Date 
Mihai Cozma

Date **Stuart Moore**

Date **Thomas Stones**