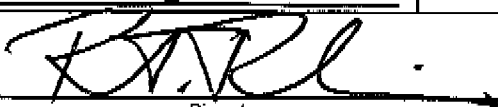


Form PTO-1595 (Rev. 03-09)  
OMB No. 0651-0027 (exp. 03/31/2009)

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## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> Semen Alexandrovich Ustimenko  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>BakBone Software, Inc.</u> Internal Address: _____ Street Address: _____  9540 Towne Centre Dr. Suite 100  City: <u>San Diego</u> State: <u>California</u> Country: <u>United States of America</u> Zip: <u>92121</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s): <u>July 23, 2009</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	<b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>11/198,062</u>  B. Patent No.(s)  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: <u>Ross T. Robinson</u> <u>WINSTEAD PC</u>  Internal Address: <u>Atty. Dkt.: 50439-P021US</u> Street Address: <u>P.O. Box 50784</u>   City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75201</u> Phone Number: <u>(214) 745-5185</u> Fax Number: <u>(214) 745-5390</u> Email Address: <u>rrobinson@winstead.com</u>	<b>6. Total number of applications and patents involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">1</span>  <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ <u>40.00</u>  <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
<b>9. Signature:</b> <div style="text-align: center; margin-top: 20px;">         Signature     </div> <div style="text-align: center; margin-top: 10px;"> <u>Ross T. Robinson - 47,031</u>        Name of Person Signing     </div>	<b>8. Payment Information</b>  Deposit Account Number <u>23-2426</u> Authorized User Name <u>Ross T. Robinson</u>  <div style="text-align: right; margin-top: 20px;">         Date <u>July 24, 2009</u>          Total number of pages including cover sheet, attachments, and documents: <span style="border: 1px solid black; padding: 2px 10px;">6</span> </div>

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted by facsimile to the Patent and Trademark Office, facsimile no. (571) 273-0140, on the date shown below.

Dated: July 24, 2009

Signature:  (Brenda I. Brown)

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**ASSIGNMENT**

**THIS ASSIGNMENT**, by Siew Yong Sim-Tang and Semen Alexandrovich Ustimenko (hereinafter Assignors), residing at 12916 Glen Brae Drive, Saratoga, California 95070; and 3 Kurchatova Street, Apt. 307, Novosibirsk 630129, RUSSIAN FEDERATION, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in METHOD FOR LOCK-FREE CLUSTERED ERASURE CODING AND RECOVERY OF DATA ACROSS A PLURALITY OF DATA STORES IN A NETWORK, set forth in the application for Letters Patent of the United States, already filed on August 5, 2005 as U.S. Application No. 11/198,062; and

**WHEREAS**, BakBone Software, Inc., a Corporation organized under and pursuant to the laws of California having its principal place of business at 9540 Towne Centre Dr., Suite 100, San Diego, California 92121 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to the inventions and the Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is acknowledged, Assignors have sold, assigned, transferred and set over, and do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of the application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the inventions and application for Letters Patent above-mentioned, and that same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey same in the manner set forth in this Assignment.

AND for the same consideration, Assignors covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, does advise: that any proceeding in connection with the inventions, or Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for the inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors request the Commissioner of Patent and Trademarks to issue Letters Patent of the United States to Assignee, as Assignee of inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

WINSTEAD PC

All practitioners at Customer Number 61060

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AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

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50439-P021US

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Date

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Siew Yong Sim-Tang

**Witness:**

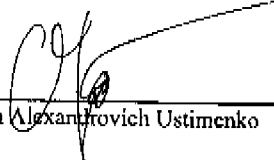
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Date

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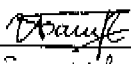
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23 July 2009  
Date

  
Semen Alexandrovich Ustimenko

**Witness:**

23 July 2009  
Date

  
Igor Valeryevich Bashkinov

5393793v.1 50439/P021US