

PATENT ASSIGNMENT

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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 style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Anthony C. FASCENDA</td> <td>08/14/2009</td> </tr> <tr> <td>Emil STURNIOLO</td> <td>08/14/2009</td> </tr> <tr> <td>Robert CICHIELO</td> <td>08/12/2009</td> </tr> <tr> <td>Paul BENWARE</td> <td>08/11/2009</td> </tr> </tbody> </table>		Name	Execution Date	Anthony C. FASCENDA	08/14/2009	Emil STURNIOLO	08/14/2009	Robert CICHIELO	08/12/2009	Paul BENWARE	08/11/2009
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Koolspan, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>4962 Fairmont Avenue</td> </tr> <tr> <td>City:</td> <td>Bethesda</td> </tr> <tr> <td>State/Country:</td> <td>MARYLAND</td> </tr> <tr> <td>Postal Code:</td> <td>20814</td> </tr> </table>		Name:	Koolspan, Inc.	Street Address:	4962 Fairmont Avenue	City:	Bethesda	State/Country:	MARYLAND	Postal Code:	20814
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CORRESPONDENCE DATA											
<p>Fax Number: (202)778-2201 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2024192055 Email: sloftis@hunton.com</p> <p>Correspondent Name: HUNTON & WILLIAMS LLP INTELLECTUAL PROPE Address Line 1: 1900 K STREET, N.W. Address Line 2: SUITE 1200 Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20006-1109</p>											
ATTORNEY DOCKET NUMBER:	62922.000034										
NAME OF SUBMITTER:	Jonathan B. Burns										
Total Attachments: 5											

CH \$40.00 12533778

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PATENT
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ASSIGNMENT

WHEREAS, WE, **Anthony C. FASCENDA** residing at **11134 Stephalee Lane, North Bethesda, Maryland, 20852**; **Emil STURNIOLO** residing at **4050 Alameda Court, Medina, Ohio 44256**; **Robert CICHIELO** residing at **23 Alpaugh Drive, Asbury, New Jersey 08802**; and **Paul BENWARE** residing at **3911 Rush-Mendon Road, Mendon, New York 14506**; have invented certain new and useful improvements in and to the subject matter of:

SYSTEM FOR AND METHOD OF REMOTE SECURE BACKUP

described in the following United States Provisional Application No. 61/085,277 filed on **July 31, 2008** and an application for United States Letters Patent filed July 31, 2009, and accorded Application No. 12/533,778;

AND, WHEREAS, **KOOLSPAN, INC.**, a corporation organized under the laws of the State of MARYLAND, having a place of business located at **4962 Fairmont Avenue, Bethesda, Maryland 20814** (hereinafter "ASSIGNEE"), is desirous of acquiring certain rights to the improvements and under the application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, we do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said improvements, said United States application, any other United States applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States application or in whole or in part on said improvements, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States applications or in whole or in part on said improvements, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof;

AND WE hereby authorize and request our agents, **Hunton & Williams LLP**, whose address is **1900 K Street, Suite 1200, Washington, DC 20006-1109**, to insert hereon any identification necessary or desirable for recordation of this document, including the filing date and application number of said application when known.

AND WE hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

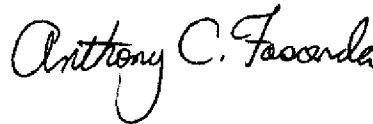
AND WE hereby covenant for ourselves and our legal representatives, and agree with said ASSIGNEE, its successors and assigns, that we have granted no right or license to make, use, sell or offer to sell said improvements, to anyone except said ASSIGNEE, that prior to the execution of this deed, our right, title and interest in said improvements had not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith;

AND WE do hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

08/14/2009

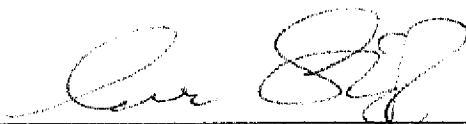
Date



Anthony C. FASCENDA

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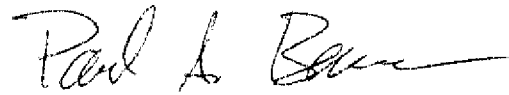


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