

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James L Whisenant	11/27/2009
RECEIVING PARTY DATA	
Name:	BMC Software, Inc.
Street Address:	2101 CityWest Blvd.
City:	Houston
State/Country:	TEXAS
Postal Code:	77042
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12628155
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	149-0239US
NAME OF SUBMITTER:	Richard A. Schafer
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

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PATENT
REEL: 023655 FRAME: 0058

Title : **EXTENDING A DATABASE RECOVERY POINT AT A DISASTER RECOVERY SITE**

Inventors : **JAMES L. WHISENANT**

Docket # : 09-062-US (149-0239US) Customer # 29855

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which is hereby acknowledged, the undersigned do hereby:

SELL, ASSIGN AND TRANSFER to BMC SOFTWARE, Inc., (the "Assignee"), a corporation of Texas having a place of business at 2101 CityWest Blvd. Houston, Texas 77042, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent identified above, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and for vesting title to such improvements in the Assignee;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

Executed on NOV 27, 2009 by James L. Whisenant
Date James L. Whisenant

STATE OF Texas
County of TRAVIS

BEFORE ME, this 27th day of November personally appeared the above-named individuals, to me known to be the persons who are described in and who executed the foregoing assignment instrument and acknowledged to me that they executed the same of their own free will for the purposes therein expressed.

SEAL



[Signature]

Notary or Consular Officer

My Commission Expires: 7-23-10