## PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Dale W. Malik	02/22/2001

### **RECEIVING PARTY DATA**

Name:	BellSouth Intellectual Property Corporation
Street Address:	824 Market Street
Internal Address:	Suite 510
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12245406

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 190252-1712

NAME OF SUBMITTER: Charles W. Griggers

Total Attachments: 3 source=01256784#page1.tif source=01256784#page2.tif

PATENT REEL: 025759 FRAME: 0102 OF \$40.00 12245406

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PATENT REEL: 025759 FRAME: 0103

## ASSIGNMENT

WHEREAS, Dale W. Malik residing at 1035 Redfield Lane, Dunwoody, Georgia 30338 (hereinafter "Assignor") has invented certain new and useful improvements in METHOD AND APPARATUS FOR MINIMIZING STORAGE OF COMMON ATTACHMENT FILES IN AN E-MAIL COMMUNICATIONS SERVER for a full description of which reference is here made to an application for Letters Patent of the United States of America filed November 30, 2000 and assigned application serial no. 09/725,719; and

WHEREAS, BellSouth Intellectual Property Corporation a corporation of the State of Delaware, having its principal office and place of business at 824 Market Street, Suite 510, Wilmington, Delaware 19801 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

PATENT REEL: 025759 FRAME: 0104 Assignor hereby coveragets and agrees, for himself and for his legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

PATENT REEL: 025759 FRAME: 0105 Assignor hereby authorizes and requests the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand this Z'Z day of feb., 2001.  SIGNATURE: SIGNATURE.
NAME: Dale W. Malik
STATE OF Georgia
COUNTY OF Guinnett
I, Lorsha Baile, a Notary Public in and for the County and State aforesaid, do hereby certify that Dale W. Malik, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of <u>February</u> , 2001.
(SEAL)  Notary Public
Notary Public, Gwinnett County, Georgie.  My Country Selon Expires Dec. 20, 2006.