502289224 03/27/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Thomas J. Doedline Jr.	03/15/2013
Paul C. Rogers	03/15/2013
Stephen W. Tallau	03/15/2013
David A. Snell	03/12/2013

RECEIVING PARTY DATA

Name:	ATTO Technology, Inc.
Street Address:	155 CrossPoint Parkway
City:	Amherst
State/Country:	NEW YORK
Postal Code:	14068

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13797317

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 716-847-7066

Email: dprincipe@phillipslytle.com

Correspondent Name: David L. Principe
Address Line 1: 3400 HSBC Center

Address Line 4: Buffalo, NEW YORK 14203

ATTORNEY DOCKET NUMBER: 03416.10000

NAME OF SUBMITTER: David L. Principe

Total Attachments: 6

source=ATTOassignment#page1.tif

PATENT REEL: 030099 FRAME: 0534 OP \$40.00 13797317

502289224

source=ATTOassignment#page2.tif source=ATTOassignment#page3.tif source=ATTOassignment#page4.tif source=ATTOassignment#page5.tif source=ATTOassignment#page6.tif

> PATENT REEL: 030099 FRAME: 0535

ASSIGNMENT

WHEREAS, WE, THOMAS J. DOEDLINE, JR., of 2 Hillcrest Heights, West Seneca, NY, 14224, PAUL C. ROGERS, 208 Bramblewood Lane, East Amherst, NY, 14051, STEPHEN W. TALLAU, 578 Grover Cleveland Hwy., Amherst, NY 14226, and DAVID A. SNELL, 980 Lower River Road, Youngstown, NY 14174 have invented certain new and useful improvements in a TARGET PATH SELECTION FOR STORAGE CONTROLLERS, for which U.S. Patent Application No. 13/797,317 was filed on March 12, 2013 (the "Application"); and

WHEREAS, ATTO Technology, Inc. ("ATTO"), a Delaware corporation having a place of business at 155 CrossPoint Parkway, Amherst, New York 14068, is desirous of acquiring all right, title and interest in and to the Application, the invention described therein, and any and all applications and patents claiming priority therefrom.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to us in hand paid, the receipt and sufficiency of which is hereby acknowledged, we do hereby assign, sell, transfer, convey and set over to ATTO, free and clear of all liens, encumbrances and other restrictions or obligations, our entire right, title and interest in and to (i) the Application, (ii) all inventions described in the Application and all patent applications relating thereto which have been or shall be filed in any countries or regions designated in the Application, (iii) all applications claiming the benefit of the filing date or claiming priority, directly or indirectly, from any of the foregoing, including without limitation any and all regional applications, national applications, divisional applications, continuation applications, continuation-in-part applications, reissue applications, reexaminations and extensions, (iv) all rights, including without limitation all priority rights, under any international conventions, unions, agreements, acts and treaties. (v) all patents issuing or reissuing, directly or indirectly, from any of the foregoing, (vi) all other forms of protection that may be provided in any country for the Application, the invention described therein, or the disclosure therein, and (vii) all claims for damages, injunctive relief and all other remedies arising out of any infringement or violation of any of the foregoing assigned rights, with the right to sue for past infringement and to collect and retain damages that may have accrued prior to the effective date of this Assignment, or which have accrued or may hereafter accrue, for ATTO's own use and benefit and for the use and benefit of ATTO's successors, assigns and other legal representatives (all of the foregoing hereafter referred to collectively as the "Subject Property").

AND we do hereby acknowledge and agree that ATTO, as the assignee of the entire right, title and interest thereto, shall have sole control over and sole and absolute discretion with respect to any decisions regarding the Subject Property, including without limitation with respect to any decisions regarding where to file patent applications and the prosecution and maintenance of any patent applications or patents.

AND we do hereby authorize and request that any patents issuing from any of the Subject Property be issued to ATTO, as the assignee of the entire right, title and interest thereto.

AND we do hereby agree to execute, upon request of ATTO, any and all documents that ATTO deems necessary or convenient to vest or record title in and to any of the Subject Property in ATTO, and to provide such other material, information or assistance related to the Subject Property as ATTO may deem necessary or convenient.

AND we do further understand, confirm and acknowledge that in executing this document we are transferring our entire interest in and to the Subject Property to ATTO, and that the attorney(s) appointed in the Application also represent ATTO and any co-inventor(s) identified in the Application. We consent to such multiple representation for the purpose of prosecuting any of the foregoing patent applications, and do hereby authorize the attorney(s) to take all future instructions from ATTO. We are unaware of any potential interest that we may have that differs from, or is adverse to, that of ATTO with respect to the prosecution of the foregoing patent applications, and we further acknowledge that, prior to executing this document, we did not seek or obtain any legal advice from ATTO's attorney(s) with respect to this Assignment and that we have been informed of our right to seek independent counsel of our own choosing and at our personal expense.

IN WITNESS WHEREOF, we have executed this Assignment as of the _____ day of March, 2013.

[SIGNATURE PAGES FOLLOW]

THOMAS J. DOEDLINE, JR.

Thomas Dodlin jr.

STATE OF Haw YORK)
COUNTY OF ERIC)
SS:

On this <u>(</u> <u>S</u> day of March, 2013, before me, the subscriber, personally appeared, THOMAS J. DOEDLINE, JR., to me known and known to me to be the person described in the foregoing instrument, who executed the same in my presence, and he acknowledged to me that he executed the same for the purposes therein mentioned.

Notary Public

Notarial Seal

AMY LYNN MERRITT
Notary Public, State of New York
No. 01 ME60644345
Qualified in Erie County
Commission Expires Sept. 24, 2088

PAUL C. ROGERS

STATE OF <u>Hen HOEY</u>)
COUNTY OF <u>Epil</u>)
SS:

On this <u>)</u> day of March, 2013, before me, the subscriber, personally appeared, PAUL C. ROGERS, to me known and known to me to be the person described in the foregoing instrument, who executed the same in my presence, and he acknowledged to me that he executed the same for the purposes therein mentioned.

Notary Public

Notarial Seal

AMY LYNN MERRITT
Notary Public, State of New York
No. 01ME60644345
Qualified in Erie County
Commission Expires Sept. 24, 2068

STEPHEN W. TALLAU

STATE OF MENUTER)

COUNTY OF EQUE.)

On this 15 day of March, 2013, before me, the subscriber, personally appeared, STEPHEN W. TALLAU, to me known and known to me to be the person described in the foregoing instrument, who executed the same in my presence, and he acknowledged to me that he executed the same for the purposes therein mentioned.

Notarial Seal

AMY LYNN MERRITT
Notary Public, State of New York
No. 01 ME60644345
Qualified in Erie County
[3]
Commission Expires Sept. 24, 2069

STATE OF ________)
SS:

COUNTY OF _______)
On this /2 day of March, 2013, before me, the subscriber, personally appeared, DAVID A. SNELL, to me known and known to me to be the person described in the foregoing instrument, who executed the same in my presence, and she acknowledged to me that she executed the same for the purposes therein mentioned.

Notary Public

Notarial Seal

JAMES F. MASIELLO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MA5036907
QUALIFIED IN ERIE COUNTY
Commission Expires October 27, 19973

Doc #01-2649246.1