

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Kenneth Preslan</td> <td>01/04/2010</td> </tr> <tr> <td>Matthew T. O'Keefe</td> <td>01/04/2010</td> </tr> <tr> <td>Todd Ortberg</td> <td>10/02/2009</td> </tr> </tbody> </table>		Name	Execution Date	Kenneth Preslan	01/04/2010	Matthew T. O'Keefe	01/04/2010	Todd Ortberg	10/02/2009		
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>BakBone Software, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>9540 Towne Centre Dr.</td> </tr> <tr> <td>City:</td> <td>San Diego</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92121</td> </tr> </table>		Name:	BakBone Software, Inc.	Street Address:	9540 Towne Centre Dr.	City:	San Diego	State/Country:	CALIFORNIA	Postal Code:	92121
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: 2147455390 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (214) 745-5110 Email: selkouri@winstead.com Correspondent Name: Winstead PC Address Line 1: P.O. Box 131851 Address Line 4: Dallas, TEXAS 75313</p>											
ATTORNEY DOCKET NUMBER:	43738-P080C1										
NAME OF SUBMITTER:	Sharon K. Elkouri										
Signature:	/Sharon K. Elkouri/										
Date:	04/26/2013										

CH \$40.00 13869071

Total Attachments: 6

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ASSIGNMENT

THIS ASSIGNMENT, by Kenneth Preslan; Matthew T. O'Keefe; and Todd Ortberg (hereinafter Assignors), residing at 708 19th Ave. S., Minneapolis, Minnesota 55454; 70 Quail Street, Mahtomedi, Minnesota 55115; and 6535 Nathan Rd., Carver, Minnesota 55315, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in REMOTE BACKUP AND RESTORE, set forth in the application for Letters Patent of the United States, already filed on September 25, 2009 as U.S. Application No. 12/567,069; 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

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

1/4/10
Date

Kenneth Preslan
Kenneth Preslan

Witness:

1-14-10
Date

Stacey Neeman

1/4/10
Date

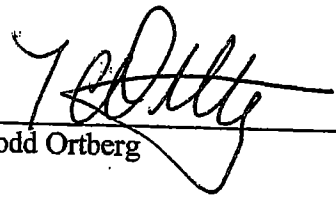
Matthew O'Keefe
Matthew T. O'Keefe

Witness:

1-04-10
Date

Stacey Neuman

10/2/09
Date


Todd Ortberg

Witness:
10/2/09
Date

