

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT						
EFFECTIVE DATE:	03/31/2013						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Symantec Corporation</td> <td>03/31/2013</td> </tr> <tr> <td>Symantec International</td> <td>03/31/2013</td> </tr> </tbody> </table>		Name	Execution Date	Symantec Corporation	03/31/2013	Symantec International	03/31/2013
Name	Execution Date						
Symantec Corporation	03/31/2013						
Symantec International	03/31/2013						
RECEIVING PARTY DATA							
Name:	CDD Technologies, LLC						
Street Address:	719 W. Front Street						
Internal Address:	Suite 242						
City:	Tyler						
State/Country:	TEXAS						
Postal Code:	75702						
PROPERTY NUMBERS Total: 2							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6038379</td> </tr> <tr> <td>Patent Number:</td> <td>6282710</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6038379	Patent Number:	6282710
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CORRESPONDENCE DATA							
Fax Number:	4087736177						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	8668774883						
Email:	patents@tnfip.com						
Correspondent Name:	Tarek N. Fahmi, APC						
Address Line 1:	84 W. Santa Clara St., Suite 550						
Address Line 4:	San Jose, CALIFORNIA 95113						
ATTORNEY DOCKET NUMBER:	11000361-CDD						
NAME OF SUBMITTER:	Tarek N. Fahmi						

OP \$80.00 6038379

Signature:	/Tarek N. Fahmi/
Date:	04/30/2013
Total Attachments: 5 source=Symantec-CDD_Assignment_Agreement_03_31_13#page1.tif source=Symantec-CDD_Assignment_Agreement_03_31_13#page2.tif source=Symantec-CDD_Assignment_Agreement_03_31_13#page3.tif source=Symantec-CDD_Assignment_Agreement_03_31_13#page4.tif source=Symantec-CDD_Assignment_Agreement_03_31_13#page5.tif	

## ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into this 31 day of March, 2013 (the "Effective Date"), by Symantec Corporation, a Delaware corporation, having an address at 350 Ellis Street, Mountain View, California 64043 and Symantec International, an Irish unlimited company, with a registered address at 6<sup>th</sup> Floor, South Bank House, Barrow Street, Dublin 4, Ireland (collectively, "Assignor") and CDD Technologies, LLC, a Texas limited liability company having an address at 719 W. Front Street, Suite 242, Tyler, Texas 75702 ("Assignee").

### RECITALS

A. Assignor is the owner of (select as appropriate):

- the United States Patents set forth on Exhibit A hereto (the "US Patents");
- the non-United States patents set forth on Exhibit B hereto (the "Foreign Patents");
- the United States patent applications set forth on Exhibit C hereto (the "US Patent Applications");
- the United States provisional patent applications set forth on Exhibit D hereto (the "US Provisional Patent Applications"); and/or
- the foreign patent applications set forth on Exhibit E hereto (the "Foreign Patent Applications");

which collectively shall be referred to herein as the "Patents".

B. Assignor and Assignee have agreed by way of a purchase agreement dated November 5, 2012, which has been modified by an addendum to patent purchase agreement dated March \_\_, 2013 (collectively the "Purchase Agreement") by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Patent Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patents, and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, royalties, income or other remuneration (hereinafter "Damages") by reason of past, present and

future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Insofar as this assignment concerns European patents and patent applications, Assignor does hereby declare that it is the owner of said Patents and that Assignor has assigned same, along with all rights and duties appurtenant thereto, to Assignee and agree that the assignment will be recorded in the register with the European Patent Office; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

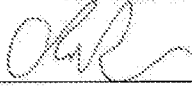
6. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid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

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written at

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*[Signature Page Follows]*

Assignor: SYMNATEC CORPORATION

By:  \_\_\_\_\_

Name: Charlie Rice \_\_\_\_\_

Title: VP, Corporate Development \_\_\_\_\_

Assignor: SYMNATEC INTERNATIONAL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Assignee: CDD TECHNOLOGIES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_


Assignor: SYMNATEC CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

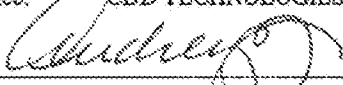
Assignor: SYMNATEC INTERNATIONAL

By:  \_\_\_\_\_

Name: **Darren Le Masurier**

Title: *AUTHORIZED SIGNATORY*

Assignor: CDD TECHNOLOGIES, LLC

By:  \_\_\_\_\_

Name: Audrey Spangenberg

Title: Manager

**EXHIBIT A  
TO ASSIGNMENT AGREEMENT**

<b>Title</b>	<b>Patent Number</b>	<b>Issue Date</b>
Data backup and restore system for a computer network having generic remote file system agents for providing backup and restore operations	6,038,379	3/14/2000
Apparatus and method for externally initiating automatic execution of media placed in basic removable disc drives	6,282,710	8/28/2001