#### 503245718 04/01/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3292336

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
THOMAS D. BISSETT	05/12/2014
PAUL A. LEVEILLE	05/12/2014

### **RECEIVING PARTY DATA**

Name:	STRATUS TECHNOLOGIES BERMUDA LTD.	
Street Address:	CUMBERLAND HOUSE, 9TH FLOOR	
Internal Address:	1 VICTORIA STREET	
City:	HAMILTON	
State/Country:	BERMUDA	
Postal Code:	HM 11	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14571408

### CORRESPONDENCE DATA

Fax Number: (617)261-3175

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-261-3148

Email: BOPatents@klgates.com

THOMAS A. TURANO, K&L GATES LLP **Correspondent Name:** 

Address Line 1: 1 LINCOLN STREET

Address Line 2: STATE STREET FINANCIAL CENTER Address Line 4: BOSTON, MASSACHUSETTS 02111-2950

ATTORNEY DOCKET NUMBER:	SRT-089
NAME OF SUBMITTER:	THOMAS A. TURANO
SIGNATURE:	/Thomas A. Turano/
DATE SIGNED:	04/01/2015

### **Total Attachments: 3**

source=SRT-089PR\_Assignment#page1.tif source=SRT-089PR\_Assignment#page2.tif source=SRT-089PR Assignment#page3.tif

> **PATENT REEL: 035308 FRAME: 0916** 503245718

#### ASSIGNMENT

WHEREAS, We, Thomas D. Bissett and Paul A. Leveille, have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

## CHECKPOINTING SYSTEMS AND METHODS USING DATA FORWARDING

and identified by Application No. 61/921,730 filed in the U.S. Patent and Trademark Office on December 30, 2013; and

WHEREAS, Stratus Technologies Bermuda Ltd. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Bermuda, and having a usual place of business at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM 11, Bermuda, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, at least as early as the filing date of said application, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with my entire right, title and interest in and to said application, and such Letters Patent that may issue thereon and applications that claim priority thereto under United States law or international convention, and such Letters Patent that may issue thereon, including but not limited to non-U.S., international, non-provisional, continuation, divisional, reissue, reexamination, extension, and substitution applications of said application and such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; we hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein;

AND, we hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which

BOS-3399927 v1 .

Assignment U.S. Application No. 61/921,730 Page 2 of 3

A SACHTISTIC

may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of papers for filing of non-provisional, substitution, continuation, divisional, reissue, reexamination, and corresponding foreign and international patent applications;

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of my execution of this assignment;

AND, we do hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns or legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the date set forth below.

Inventor: Thomas D. Bissett

State of County County of County of County County

PATENT REEL: 035308 FRAME: 0918 Assignment U.S. Application No. 61/921,730 Page 3 of 3

Inventor:

Paul A. Leveille

State of County of County

On this 2 day of 2014, before me, the undersigned Notary Public, personally appeared Paul A. Leveille proved to me through satisfactory evidence of identification, which was/were 4000 to the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary

(Seal)

My Commission Expires: 9/14



PATENT REEL: 035308 FRAME: 0919

**RECORDED: 04/01/2015**