

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5300442

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRUCE TALLEY	10/08/2018
OLEKSII SERHIOVYCH OSYPOV	10/08/2018
NAIL AHMAD AMIN ABDALLAH	10/08/2018
VENIAMIN SERHIOVYCH SIMONOV	10/08/2018
SERHIY SERDYUK	11/19/2018
RECEIVING PARTY DATA	
Name:	NAKIVO, INC.
Street Address:	4894 SPARKS BLVD.
City:	SPARKS
State/Country:	NEVADA
Postal Code:	89436-8202
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14847104
CORRESPONDENCE DATA	
Fax Number:	(877)248-5100
<i>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.</i>	
Phone:	7042484883
Email:	uspto@ti-law.com
Correspondent Name:	TILLMAN WRIGHT
Address Line 1:	PO BOX 49309
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28277
ATTORNEY DOCKET NUMBER:	9023.005
NAME OF SUBMITTER:	JEREMY C. DOERRE
SIGNATURE:	/Jeremy C. Doerre/
DATE SIGNED:	12/27/2018
Total Attachments: 25 source=Talley-assignment#page1.tif	

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ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

Bruce Talley
785 Virginia Avenue
Campbell, CA 95008 US

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (each hereinafter an "Invention" and collectively the "Inventions"), for a full description of which reference is here made to the following patent property:

Application No.: 61/975,766
Titled: SYSTEMS AND METHODS FOR SYNCHRONIZATION OF BACKUP COPIES
Inventors: Bruce Talley, Nail Abdalla, Oleksii Osypov, Sergii Iazvinskyi, Veniamin Simonov
Filed on: April 5, 2014

Application No.: 14/679,214
Titled: SYSTEMS AND METHODS FOR SYNCHRONIZATION OF BACKUP COPIES
Inventors: Bruce Talley, Nail Abdalla, Oleksii Osypov, Sergii Iazvinskyi, Veniamin Simonov
Filed on: April 6, 2015

Application No.: 62/047,039
Titled: SYSTEMS AND METHODS FOR INSTANTIATION OF VIRTUAL MACHINES FROM BACKUPS
Inventors: Bruce Talley, Nail Abdalla, Oleksii Osypov, Serhiy Serdyuk, Veniamin Simonov
Filed on: September 7, 2014

Application No.: 14/847,104
Titled: SYSTEMS AND METHODS FOR INSTANTIATION OF VIRTUAL MACHINES FROM BACKUPS
Inventors: Bruce Talley, Nail Abdalla, Oleksii Osypov, Serhiy Serdyuk, Veniamin Simonov
Filed on: September 8, 2015

("Patent Property");

WHEREAS,

Nakivo, Inc.
4894 Sparks Blvd.
Sparks, NV 89436-8202 US

(hereinafter "Assignee") is desirous of acquiring all rights, title, and interests in, to, and under the Inventions and the Patent Property, and in, to, and under any patent that has been or may be obtained for any of the Inventions, together with all rights corresponding thereto;

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to irrevocably quitclaim, sell, assign, transfer and convey, and by these presents does hereby irrevocably quitclaim, sell, assign, transfer and convey, unto Assignee, in perpetuity, all past, present and future right, title, and interest in, to and under:

- The Inventions;
 - The right and authorization to file any application for any one or more of the Inventions;
 - Any application for patent for any of the Inventions that may be or has been filed in any country, including the Patent Property;
 - Any patent that may be or has been obtained for any of the Inventions in any country;
 - Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
 - Any application claiming priority to any of the foregoing;
 - Any application from which any of the foregoing claims priority; and
 - Any past or present right or cause of action arising with respect to any of the foregoing, including any right to sue for patent infringement, and any copyright in any embodiment of an Invention including software, and any derivative right thereof.
- (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby acknowledges that all Invention Rights related to any Invention already may have been assigned to Assignee; and that this "Prefiling Assignment of Invention Rights" (hereinafter "Assignment") is being duly executed for at least the purpose of public recordation with the U.S. Patent & Trademark Office of Assignee's rights, title, and interests in the Invention Rights.

Assignor hereby covenants and agrees, and binds all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding or trial that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any petition, oath, assignment, or other paper or instrument that may be requested by Assignee in connection herewith, and Assignor hereby appoints the Assignee as its agent and attorney-in-fact to act for and on its behalf in connection with such actions, which appointment is irrevocable and coupled with an interest.

Effective with respect to each Invention at least as early as the time of conception of each such Invention, Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or 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, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees 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 and the right to file for patent.

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Assignor further hereby represents and warrants: that Assignor has the full power and authority to enter into this Assignment, to assign the Invention Rights, and to fully perform all of obligations of Assignor arising under this Assignment; and that there is no agreement between Assignor and any third party relating to any of the Invention Rights that conflicts with this Assignment.

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[Signature Page(s) Follow(s)]

ASSIGNOR SIGNATURE PAGE

This the 8th day of October, 2018

Assignor *B. Talley* (seal)
signature

Bruce Talley

Witness #1 Signature _____

Witness #2 Signature _____

Witness #1 Name (print) _____

Witness #2 Name (print) _____

Witness #1 Address Line 1 _____

Witness #2 Address Line 1 _____

Witness #1 Address Line 2 _____

Witness #2 Address Line 2 _____

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of _____)

County of _____)

United States of America

On this _____ day of _____

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

_____ (person appearing before notary)

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the assignment of the Invention Rights as set forth above.

This the 8th day of October, 2018.

Nakivo, Inc.

By: [Signature] (seal)
signature

Bruce Talley
printed name

CEO
title

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

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(person appearing before notary)

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Printed Name: _____

My Commission Expires: _____

(Notary Seal)

ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

Oleksii Serhiiovych Osypov
04205, 10 B Obolon Avenue, Apt. 105
Kyiv, UA (Ukraine)
Passport FB358368

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BACKUP COPIES
Inventors: Bruce Talley, Nail Abdalla, Oleksii Osypov, Sergii Iazvinskyi, Veniamin
Simonov
Filed on: April 5, 2014

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Inventors: Bruce Talley, Nail Abdalla, Oleksii Osypov, Sergii Iazvinskyi, Veniamin
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Filed on: April 6, 2015

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Titled: SYSTEMS AND METHODS FOR INSTANTIATION OF VIRTUAL
MACHINES FROM BACKUPS
Inventors: Bruce Talley, Nail Abdalla, Oleksii Osypov, Serhiy Serdyuk, Veniamin
Simonov
Filed on: September 7, 2014

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Titled: SYSTEMS AND METHODS FOR INSTANTIATION OF VIRTUAL
MACHINES FROM BACKUPS
Inventors: Bruce Talley, Nail Abdalla, Oleksii Osypov, Serhiy Serdyuk, Veniamin
Simonov
Filed on: September 8, 2015

("Patent Property");

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Nakivo, Inc.
4894 Sparks Blvd.
Sparks, NV 89436-8202 US

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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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to irrevocably quitclaim, sell, assign, transfer and convey, and by these presents does hereby irrevocably quitclaim, sell, assign, transfer and convey, unto Assignee, in perpetuity, all past, present and future right, title, and interest in, to and under:

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- The right and authorization to file any application for any one or more of the Inventions;
- Any application for patent for any of the Inventions that may be or has been filed in any country, including the Patent Property;
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- Any application claiming priority to any of the foregoing;
- Any application from which any of the foregoing claims priority; and
- Any past or present right or cause of action arising with respect to any of the foregoing, including any right to sue for patent infringement, and any copyright in any embodiment of an Invention including software, and any derivative right thereof,

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[Signature Page(s) Follow(s)]

ASSIGNOR SIGNATURE PAGE

This the 8-6 day of October, 2018

Assignor  (seal)
signature

Oleksii Serhiiovych Osypov

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of _____)

County of _____)

United States of America

On this _____ day of _____,

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

_____ (person appearing before notary)

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the assignment of the Invention Rights as set forth above.

This the _____ day of _____,

Nakivo, Inc.

By: _____ (seal)
signature

printed name

title

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

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Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

Nail Ahmad Amin Abdallah
61204, Tsilynohradska Street b 50c, Apt. 41
Kharkiv, UA (Ukraine)
Passport #FF573744

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (each hereinafter an "Invention" and collectively the "Inventions"), for a full description of which reference is here made to the following patent property:

Application No.: 61/975,766
Titled: SYSTEMS AND METHODS FOR SYNCHRONIZATION OF
BACKUP COPIES
Inventors: Bruce Talley, Nail Abdalla, Oleksii Osypov, Sergii Iazvinskyi, Veniamin
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Inventors: Bruce Talley, Nail Abdalla, Oleksii Osypov, Serhiy Serdyuk, Veniamin
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Filed on: September 8, 2015

("Patent Property");

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Nakivo, Inc.
4894 Sparks Blvd.
Sparks, NV 89436-8202 US

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{Signature Page(s) Follow(s)}

ASSIGNOR SIGNATURE PAGE

This the 08 day of October, 2018

Assignor *NA* (seal)
signature

Nail Ahmad Amin Abdallah

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

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County of _____)

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_____ (person appearing before notary)

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the assignment of the Invention Rights as set forth above.

This the _____ day of _____,

Nakivo, Inc.

By: _____ (seal)
signature

printed name

title

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

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Veniamin Serhiovych Simonov
04205, 9A Obolon Avenue, Apt. 62
Kyiv, UA (Ukraine)
Passport # ME 677691

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Assignor hereby covenants and agrees, and binds all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding or trial that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any petition, oath, assignment, or other paper or instrument that may be requested by Assignee in connection herewith, and Assignor hereby appoints the Assignee as its agent and attorney-in-fact to act for and on its behalf in connection with such actions, which appointment is irrevocable and coupled with an interest.

Effective with respect to each Invention at least as early as the time of conception of each such Invention, Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or 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, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees 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 and the right to file for patent.

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

Assignor further hereby represents and warrants: that Assignor has the full power and authority to enter into this Assignment, to assign the Invention Rights, and to fully perform all of obligations of Assignor arising under this Assignment; and that there is no agreement between Assignor and any third party relating to any of the Invention Rights that conflicts with this Assignment.


Without limiting any of the foregoing, Assignor hereby waives any claim that may exist in any jurisdiction to "moral rights" or rights of "droit moral" with respect to any of the Invention Rights and agrees that Assignee shall have the right to make and shall own enhancements to and derivative works of any of the Invention Rights.

This Assignment is governed by and shall be construed in accordance with the laws of the State of North Carolina. To the extent one or more provisions of this Assignment are found invalid or unenforceable with respect to a particular national jurisdiction, the other provisions of this Assignment shall continue to apply in the particular national jurisdiction. Moreover, such finding in the particular national jurisdiction shall not affect the validity or enforceability of any provision of this Agreement in any other national jurisdiction.

[Signature Page(s) Follow(s)]

ASSIGNOR SIGNATURE PAGE

This the 8 day of October, 2018.

Assignor  signature Veniamin Simonov (seal)

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of _____)

County of _____)

United States of America

On this _____ day of _____,

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

_____ (person appearing before notary)

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the assignment of the Invention Rights as set forth above.

This the _____ day of _____,

Nakivo, Inc.

By: _____ (seal)
signature

printed name

title

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of _____)

County of _____)

United States of America

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(person appearing before notary)

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

(Notary Seal)

ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

Serhiy Serdyuk
04201, 7 Mayorova str, app. 25
Kiev, Ukraine
Passport #FB769013

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (each hereinafter an "Invention" and collectively the "Inventions"), for a full description of which reference is here made to the following patent property:

Application No.: 62/047,039
Titled: SYSTEMS AND METHODS FOR INSTANTIATION OF VIRTUAL MACHINES FROM BACKUPS
Inventors: Bruce Talley, Nail Abdalla, Oleksii Osypov, Serhiy Serdyuk, Veniamin Simonov
Filed on: September 7, 2014

Application No.: 14/847,104
Titled: SYSTEMS AND METHODS FOR INSTANTIATION OF VIRTUAL MACHINES FROM BACKUPS
Inventors: Bruce Talley, Nail Abdalla, Oleksii Osypov, Serhiy Serdyuk, Veniamin Simonov
Filed on: September 8, 2015

("Patent Property");

WHEREAS,

Nakivo, Inc.
4894 Sparks Blvd.
Sparks, NV 89436-8202 US

(hereinafter "Assignee") is desirous of acquiring all rights, title, and interests in, to, and under the Inventions and the Patent Property, and in, to, and under any patent that has been or may be obtained for any of the Inventions, together with all rights corresponding thereto;

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to irrevocably quitclaim, sell, assign, transfer and convey, and by these presents does hereby irrevocably quitclaim, sell, assign, transfer and convey, unto Assignee, in perpetuity, all past, present and future right, title, and interest in, to and under:

- The Inventions;
- The right and authorization to file any application for any one or more of the Inventions;
- Any application for patent for any of the Inventions that may be or has been filed in any country, including the Patent Property;
- Any patent that may be or has been obtained for any of the Inventions in any country;

- Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
 - Any application claiming priority to any of the foregoing;
 - Any application from which any of the foregoing claims priority; and
 - Any past or present right or cause of action arising with respect to any of the foregoing, including any right to sue for patent infringement, and any copyright in any embodiment of an Invention including software, and any derivative right thereof,
- (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignor hereby acknowledges that all Invention Rights related to any Invention already may have been assigned to Assignee; and that this "Prefiling Assignment of Invention Rights" (hereinafter "Assignment") is being duly executed for at least the purpose of public recordation with the U.S. Patent & Trademark Office of Assignee's rights, title, and interests in the Invention Rights.

Assignor hereby covenants and agrees, and binds all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding or trial that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any petition, oath, assignment, or other paper or instrument that may be requested by Assignee in connection herewith, and Assignor hereby appoints the Assignee as its agent and attorney-in-fact to act for and on its behalf in connection with such actions, which appointment is irrevocable and coupled with an interest.

Effective with respect to each Invention at least as early as the time of conception of each such Invention, Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or 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, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees 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 and the right to file for patent.

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[Signature Page(s) Follow(s)]

ASSIGNOR SIGNATURE PAGE

This the 19 day of November, 2018.

Assignor signature (seal) Serhiy Serdyuk

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of

County of

On this day of

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

(person appearing before notary)

Notary Signature:

Printed Name:

My Commission Expires:

(Notary Seal)

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the assignment of the Invention Rights as set forth above.

This the _____ day of _____, _____.

Nakivo, Inc.

By: _____(seal)
signature

printed name

title

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (print)

Witness #2 Name (print)

Witness #1 Address Line 1

Witness #2 Address Line 1

Witness #1 Address Line 2

Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of _____)

County of _____)

United States of America

On this _____ day of _____,

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

_____(person appearing before notary)

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

(Notary Seal)