

TO:LINDA M. GOLDMAN, ESQ. COMPANY:801 CALIFORNIA STREET

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	06/28/2011	
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revivio, Inc.		11/20/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Symantec Operating Corporation
Street Address:	350 Ellis Street
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2951298	TIMEIMAGE

CORRESPONDENCE DATA	
Fax Number:	(650)938-5200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 988-8500
Email:	trademarks@fenwick.com
Correspondent Name:	Linda M. Goldman, Esq.
Address Line 1:	801 California Street
Address Line 2:	Silicon Valley Center
Address Line 4:	Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	25389-70162-2185
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NAME OF SUBMITTER:	Linda M. Goldman, Esq.
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Signature:	/img/
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Date:	05/04/2011
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TO:LINDA M. GOLDMAN, ESQ. COMPANY:801 CALIFORNIA STREET

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "*Assignment*") is made and entered into as of November 20, 2006 by and between Symantec Operating Corporation a Delaware corporation ("*Assignee*"), and Revivio, Inc., a Delaware corporation ("*Assignor*").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of November 20, 2006 (the "*Purchase Agreement*"), pursuant to which the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, that are included in or related to the Purchased Assets or used in the conduct of the Business (as those terms are defined in the Purchase Agreement), including, without limitation, those trademarks, service marks, and trade names listed in Schedule A hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

With respect to all of the trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the trademarks pertain is also being transferred to Assignee pursuant to the Purchase Agreement.

2. Further Assurances. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment; and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

3. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of

this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE NEXT]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

SYMANTEC OPERATING CORPORATION

REVIVIO, INC.

By: _____

By: _____

Name: Arthur F. Couville

Name: _____

Title: Senior Vice President, Corporate
Legal Affairs, and Secretary

Title: _____



State of _____)

ss.:

County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

Notary Public

My commission expires: _____

Dated: _____

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

SYMANTEC OPERATING CORPORATION

REVIVIO, INC.

By: _____

By: [Signature]

Name: _____

Name: MICHAEL BAYER

Title: _____

Title: CFO, SECRETARY & TREASURER

State of Massachusetts)

ss.:

County of Middlesex)

On the 27 day of November in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Bayer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

[Signature]
Notary Public

My commission expires: 4/21/09

Dated: 11/20/06

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

SCHEDULE A

ASSIGNED TRADEMARKS

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
Revivio	RVI-602/ Australia	Registered 09 Int.	963589 28-Jul-2003	963589 23-Mar-2004
Revivio	RVI-602/ Canada	Registered	1,187,339 12-Aug-2003	672,785 15-Sep-2006
Revivio	RVI-602/ European Community	Registered 09 Int., 42 Int.	3,265,717 21-Jul-2003	3,265,717 06-Feb-2004
Revivio	RVI-602/ Japan	Registered 09 Int.	2003-62824 28-Jul-2003	4,746,010 06-Feb-2004
Revivio	RVI-602/ Norway	Registered 09 Int.	2003 07273 29-Jul-2003	223 293 14-Jun-2004
Revivio	RVI-602/ Switzerland	Registered 09 Int., 35 Int., 39 Int., 42 Int.	03948/2003 28-Jul-2003	515,583 28-Jul-2003
Revivio	RVI-602/ United States of America	Registered 09 Int.	78/168,680 27-Sep-2002	2,843,939 18-May-2004
Time/OS	RVI-603/ United States of America	Registered 09 Int.	78/224,683 12-Mar-2003	2,887,771 21-Sep-2004
TimeImage	RVI-605/ United States of America	Registered 09 Int.	78/202,012 10-Jan-2003	2,951,298 17-May-2005
TimeStore	RVI-604/ United States of America	Registered 09 Int.	78/202,016 10-Jan-2003	2,887,674 21-Sep-2004

TO: LINDA M. GOLDMAN, ESQ. COMPANY: 801 CALIFORNIA STREET

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 27, 2011

PTAS

LINDA M. GOLDMAN, ESQ.
801 CALIFORNIA STREET
SILICON VALLEY CENTER
MOUNTAIN VIEW, CA 94041

900191139

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900191139

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. DOCUMENT SUBMITTED IS NOT LEGIBLE FOR RECORDING PURPOSES.

JOANN STEWART-WOOD, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO: LINDA M. GOLDMAN, ESQ. COMPANY: 801 CALIFORNIA STREET

ASSIGNMENT OF TRADEMARKS

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WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of November 20, 2006 (the "*Purchase Agreement*"), pursuant to which the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, that are included in or related to the Purchased Assets or used in the conduct of the Business (as those terms are defined in the Purchase Agreement), including, without limitation, those trademarks, service marks, and trade names listed in Schedule A hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue for damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

With respect to all of the trademarks in pending, intent-to-use applications, the parties acknowledge that the portion of the business, which is ongoing and existing, to which the trademarks herein is also being transferred to Assignee pursuant to the Purchase Agreement.

2. Assurances. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may request to effect the terms of this Assignment, and to execute and deliver any and all oaths, declarations, oaths, samples, exhibits, specimens and other documentation lawfully and reasonably required to effect the terms of this Assignment and its recordation in state and national trademark offices.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered or modified in any manner except by a written agreement signed by all parties hereto. The failure of any party to enforce any terms or provisions of

TO:LINDA M. GOLDMAN, ESQ. COMPANY:801 CALIFORNIA STREET

this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE NEXT]

TO:LINDA M. GOLDMAN, ESQ. COMPANY:801 CALIFORNIA STREET

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

SYMANTEC OPERATING CORPORATION

REVIVIO, INC.

By: _____

By: _____

Name: Arthur F. Courville

Name: _____

Title: Senior Vice President, Corporate Legal Affairs, and Secretary

Title: _____

State of _____)

ss.:

County of _____)

On the ___ day of ___ in the year ___ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

Notary Public

My commission expires: _____

Dated: _____

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

TO: LINDA M. GOLDMAN, ESQ. COMPANY: 801 CALIFORNIA STREET

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

SYMANTEC OPERATING CORPORATION

REVIVIO, INC.

By: _____

By: [Signature]

Name: _____

Name: MICHAEL BAYER

Title: _____

Title: CFO, SECRETARY & TREASURER

State of Massachusetts)

SS.:)

County of Nutley)

On the 27 day of March in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Bayer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

[Signature]
Notary Public

My commission expires: 2/21/09

Dated: 3/27/06

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

TO: LINDA M. GOLDMAN, ESQ. COMPANY: 801 CALIFORNIA STREET

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