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SUBMISSION TYPE			NEW ASSIGNMENT			.
NATURE OF CONV	EYANCE:		ASSIGNS THE ENTIRE IN	NTEREST AND THE	GOODWILL	
CONVEYING PART	Y DATA					
Nam	e		Formerly	Execution Date	Entity Ty	ne l
Revivio, Inc.			Tomony		CORPORATION: D	
RECEIVING PARTY	DATA				,	
Name:	Symantec Ope	rating	Corporation			∄
Street Address:	350 Ellis Street					
City:	Mountain View					
State/Country:	CALIFORNIA					
Postal Code:	94043			\	-] .
Entity Type:	CORPORATIO	N: DE	LAWARE			
PROPERTY NUMBE	ERS Total: 1					
Property Type	e Numb	oer		Word Mark		
Registration Number	er: 2951298		TIMEIMAGE			
CORRESPONDENC Fax Number: Correspondence wike Phone: Email: Correspondent Nam Address Line 1: Address Line 2: Address Line 4:	(650)938- The sent via US M (650) 988- trademark e: Linda M. (801 Califo Silicon Va	<i>fail wh</i> -8500 s@fer Goldm omia S illey Ce	nwick.com an, Esq. treet	ccessful.		
ATTORNEY DOCKE			25389-70162-2185			
NAME OF SUBMITT	ER:		Linda M. Goldman, Esq.			
Signature:			/lmg/			
Date:			05/04/2011			

USPTO 5/27/2011 1:04:55 PM PAGE 4/0

009 Fax Server

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. <u>Further Assurances</u>. 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. <u>Miscellaneous</u>. 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

1

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]

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SYMANUECOPERATING COR	PORATION	REVIVIO, INC	Si e e e e e e e e e e e e e e e e e e e		
Ву:		Ву:		·	<u>-</u>
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Title: Semon Yice Fresider	b, Corporate	Title:			
Title: <u>Semon Yice Freunder</u> Legal Affairs, and	Socretary				
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County of)	3. :				
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of the day and year above written. SYMANTEG OPERATING CORPORATION REVIVIO, INC. By: Name Title State of Wassachusetts ss.: County of Millery On the day of the in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Mckel Sayer, 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. My commission expires: $\frac{4}{2}\sqrt{69}$ Dated: $\frac{11/20}{04}$

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as

[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 15Sep-2006
Revivio	RVI-602/ European Community	Registered 09Int., 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., 39Int., 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
Clinelmage	RVI-605/ United States of America	Registered 09 Int.	78/202,012 10-Jan-2003	2,951,298 17-May-2005
ThineStore	RVI-604/ United States of America	Registered 09 Int.	78/202,016 10-Jan-2003	2,887,674 21-Sep-2004



UNITED STATES PATENT AND TRADEMARK OFFICE

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

MAY 27, 2011

PTAS

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



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

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into is of November 20, 2005 by and between Symantec Operating Corporation a Delaware corporation ("Assignee"), and Revivio, Inc., a Delaware corporation ("Assignee").

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 ridemarks, service marks, and trade names, together with the goodwill associated with and supported 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, rideal 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 magnachts").

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

Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the tages and its successors and assigns, and the Assignee hereby purchases and accepts from the user, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, without limitation, all common law trademarks for which no applications or estations exist, all applications to register any of the Assigned Trademarks, and all the tiens that have been or may be granted for any of the Assigned Trademarks, together with the applications and registrations, and all goodwill with the Assigned Trademarks and symbolized thereby, together with the right to such a substantial and the tiens of the Assigned Trademarks and the same than a signed Trademarks and the same trademarks are trademarks.

tespect to all of the trademarks in pending, intent-to-use applications, the parties which is ongoing and existing to which the second respective also being transferred to Assignee pursuant to the Purchase Agreement.

Assurances. The Assignor agrees to execute and deliver such other documents such other actions which the Assignee, its successors and/or assigns may self-to-effect the terms of this Assignment, and to execute and deliver any and all contest declarations, oaths, samples, exhibits, specimens and other documentation self-to-effect the terms of this Assignment and its recordation in the sample of the transfer of the terms of this Assignment and its recordation in the sample of the terms of this Assignment and its recordation in the sample of the terms of the sample of the terms of the sample of the terms of the sample of the sample of the sample of the terms of this Assignment and its recordation in the sample of the sample

This Assignment shall be governed by, and construed in accordance state of Delaware without reference to such state's principles of conflicts of the may not be supplemented, altered or modified in any manner except by a carries hereto. The failure of any party to enforce any terms or provisions of

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, preserves 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 Assign of the day and year above written.	or and Assignee have executed this Assignm	ient as
	SYMANUEC PERATING CORPORATION	Revivio, Inc.	
	By:	Ву:	
āλ	Name: Whire F. Courseller	Name:	
	Name: Arbhur F. Courrilles Tille: Semor Mee Frankent, Comparate Legal Affaire, and Secretary	Title:	******
	Legal Affairs, and Sourcebray	,	
	State of)	•	
	County of)		
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IN WITNESS WHERE	OF, the Assignor	and Assignce hav	e executed this	s Assignment as
of the day and year above writte	en.			
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SCHEDULE A

ASSIGNED TRADEMARKS

Fradenmrk	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
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limelmage	RVI-605/ United States of America	Registered 09 Int.	78/202,012 10-Jan-2003	2,951,298 17-May-2005
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4