

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Storactive, Inc.		03/01/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Atempo, Inc.		
Street Address:	2465 E. Bayshore Drive, Suite 400		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3044393	LIVEBACKUP	
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:	tneundorf@fenwick.com		
Correspondent Name:	Tanda L. Neundorf, Esq., Fenwick & West		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	23420-00070		
NAME OF SUBMITTER:	Tanda L. Neundorf, Esq.		
Signature:	/Tanda Neundorf/		
Date:	04/13/2009		

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**TRADEMARK**  
 REEL: 003969 FRAME: 0496

Total Attachments: 6

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**TRADEMARK**

**REEL: 003969 FRAME: 0497**

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*"), dated March 3, 2006, is entered into by Storactive, Inc., a Delaware corporation ("*Assignor*"), for the benefit of Atempo, Inc., a Delaware corporation ("*Assignee*").

### WITNESSETH:

**WHEREAS**, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of February 28, 2006 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets, as defined in the Agreement; and

**WHEREAS**, pursuant to Section 7.3(m) of the Agreement, Assignor desires to assign to Assignee all of 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, as set forth in the Agreement, including, without limitation, those trademarks, service marks, and trade names listed in Exhibit A hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*");

**NOW, THEREFORE**, in consideration of entering into the Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest worldwide in and to the Assigned Trademarks, including without limitation all registrations that have been or may be granted for any of the Assigned Trademarks, any application to register the same, common law rights in the Assigned Trademarks, including those for which no applications or registrations exist, together with the goodwill symbolized thereby and the goodwill of the business in connection with which the Assigned Trademarks are used or proposed to be used, and further including all claims for damages by reason of past infringement of the Assigned Trademarks, with the right to sue for, and collect, the same for Assignee's own use and benefit. With respect to all of the Assigned 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 Assigned Trademarks pertain is also being transferred to Assignee pursuant to the Agreement.

The Assignor agrees to execute and deliver such other lawful 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, rightful oaths, samples, exhibits, specimens and other lawful documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices, all at Assignee's sole cost and expense.

[SIGNATURE PAGE FOLLOWS]

23420/00201/SF/5160788.5

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed by its authorized representative on and as of the day and year first above written.

**ASSIGNOR**

**STORACTIVE, INC.,**

a Delaware corporation

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

Neal Ater,

Chief Executive Officer and President

**ASSIGNEE**

**ATEMPO, INC.**

a Delaware corporation

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

Richard Wojcik

Chief Executive Officer and President

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2006, before me appeared \_\_\_\_\_, to me known and known to me to be the persons described herein, and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

[SEAL]

State of California

County of Los Angeles } ss.

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

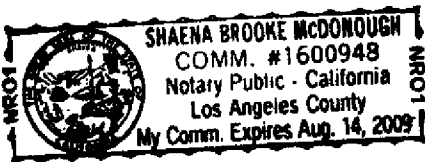
On March 1, 2006, before me, Shaena Brooke McDonough,  
Date Printed Name of Notary Public

personally appeared Neal Ater,  
Printed Name(s) of Signer(s)

- ☒ personally known to me - or -  
☐ proved to me on the basis of satisfactory evidence:  
☐ form(s) of identification \_\_\_\_\_  
☐ credible witness(es) \_\_\_\_\_

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

[Signature]  
Signature of Notary Public

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s) \_\_\_\_\_ Title(s) \_\_\_\_\_  
☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

#### Additional Information

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)  
☐ Other

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed by its authorized representative on and as of the day and year first above written.

## ASSIGNOR

STORACTIVE, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Neal Ater,  
Chief Executive Officer and President

## ASSIGNEE

ATEMPO, INC.  
a Delaware corporation

By: Richard Wojcik  
Richard Wojcik  
Chief Executive Officer and President

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2006, before me appeared \_\_\_\_\_, to me known and known to me to be the persons described herein, and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

[SEAL]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

2nd

1821800610

Mark Williams

02:22 AM JAN 20

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TO-Fenwick &amp; West CTR#4 PAGE 011

**EXHIBIT A**

**ASSIGNED TRADEMARKS**

MARK	CPH Docket Your Reference	SERIAL NO. REG. NO.	FILED ISSUED	STATUS
LIVEBACKUP (stylized and design)	51350-USA UNITED STATES	78/311862 3044393	10/09/2003 01/17/2006	REGISTERED
LIVESERV	48736-ECM EUROPEAN COMMUNITY	003492469 003492469	10/31/2003 03/04/2005	REGISTERED
LIVESERV	48736-USA UNITED STATES	78/143593 2837288	07/12/2002 04/27/2004	REGISTERED
OPENDELTA (stylized and design)	51323-USA UNITED STATES	78/310333	10/07/2003 ITU 12/13/2005	ALLOWED
S (Storactive stylized "S" in diamond logo)	51348-USA UNITED STATES	78/311846 2928772	10/09/2003 03/01/2005	REGISTERED
STORACTIVE	48344-CAN CANADA	1013837 561960	04/30/1999 05/14/2002	REGISTERED
STORACTIVE	48344-ECM EUROPEAN COMMUNITY	001159144 001159144	04/27/1999 06/02/2000	REGISTERED
STORACTIVE	48344-HKO HONG KONG	57441999 33772000	05/06/1999 02/24/2000	REGISTERED
STORACTIVE	48344-JPN JAPAN	1139685 4386967	05/06/1999 05/26/2000	REGISTERED
STORACTIVE	48344-PRC CHINA	9900064474 1477682	06/08/1999 11/21/2000	REGISTERED
STORACTIVE	48344-TAI TAIWAN	88023370 924616	05/17/1999 01/16/2001	REGISTERED
STORACTIVE	48344-USA UNITED STATES	75/521221 2448140	07/17/1998 05/01/2001	REGISTERED
STORACTIVE and design (diamond logo)	51349-USA UNITED STATES	78/311807 3021804	10/09/2003 11/29/2005	REGISTERED
STORACTIVE LIVEBACKUP	48345-AUS AUSTRALIA	816356 816356	12/06/1999 05/26/2000	REGISTERED

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STORACTIVE LIVEBACKUP	48345-ECM	1413467	12/07/1999	REGISTERED
	EUROPEAN COMMUNITY	1413467	12/07/1999	
STORACTIVE LIVEBACKUP	48345-JPN	11111756	12/06/1999	REGISTERED
	JAPAN	4434200	11/17/2000	
STORACTIVE LIVEBACKUP	48345-USA	75/723617	06/07/1999	REGISTERED
	UNITED STATES	2513171	11/27/2001	