

12-20-2002



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U.S. DEPARTMENT OF COMMERCE

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To the Honorable Commissioner

102318227

.ched original documents or copy thereof:

## 1. Name of conveying party(ies):

NELSON, Michael

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: 11 December 2002

## 2. Name and address of receiving party(ies)

Name: VMware Inc.

Internal Address: \_\_\_\_\_

Street Address: 3145 Porter DriveCity: Palo Alto State: CA Zip: 94304Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s)

If this document is being filed together with a new application, the execution date of the application is: 11 December 2002

A. Patent Application No.(s)

B. Patent No.(s)

10319217

Additional numbers attached? Yes ☐ No ☒

## 5. Name and address of party to whom correspondence concerning the document should be mailed:

Name: Jeffrey Pearce

Internal Address: \_\_\_\_\_

Street Address: 34825 Sultan-Startup Rd.City: Sultan State: WA Zip: 982946. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) ..... \$40.00☒ Enclosed☐ Authorized to charge deposit account

## 8. Deposit account number: \_\_\_\_\_

(attach duplicate copy of this page if paying by deposit account)

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## 9. Statement and signature:

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Jeffrey Pearce (Reg. No. 34,729)

Name of Person Signing

Jeffrey Pearce

Signature

12 December 2002

Date

Total number of pages including cover sheet, attachments, and documents: 3

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PATENT  
REEL: 013584 FRAME: 0929

## **ASSIGNMENT**

Michael NELSON, residing at 888 Forest Lane, Alamo, CA 94507, USA, a citizen of the USA, am the inventor of the invention disclosed in the patent application ("Application") entitled:

### **Virtual Machine Migration**

which is enclosed herewith, which was executed on 11 December 2002 and which is referred to below as the "Invention."

VMware, Inc. ("VMware"), a corporation organized and existing under the laws of the State of Delaware, USA, having a principal place of business at:

**3145 Porter Drive  
Palo Alto, CA 94304  
USA**

desires to acquire the entire right, title and interest in and to the Invention, the Application, and to any patents or inventor's certificates to be obtained in any countries based on the Invention, and any improvements thereon.

THEREFORE, for good and valuable consideration, receipt of which I hereby acknowledge, I:

1. Assign and transfer to VMware, its successors, assigns and legal representatives, the entire right, title and interest in and to the Invention and the Application, and all divisional, continuing, substitute, renewal, reissue, and other applications for patents, or inventor's certificates, which have been or may be filed in any country based on the Invention;
2. Agree that the foregoing rights conveyed to VMware include all priority rights arising from the filing of the Application, the right to own in its own name the Application and all patents and inventor's certificates in all countries, and other applications for patents or inventor's certificates, based on the Invention, and further the sole right to file applications for foreign patents and inventor's based on the Invention;
3. Agree to execute all documents requested by VMware and its successors, assigns and legal representatives regarding the filing and prosecution of all applications for patents and inventor's certificates, enforcement of all patents, and maintenance of all rights in the Invention, patents, inventor's certificates and applications for patents or inventor's certificates based on the Invention;

4. Upon the request of VMware and its successors, assigns and legal representatives, and at their expense, regarding the filing and prosecution of all applications for patents and inventor's certificates, enforcement of all patents, and maintenance of all rights in the Invention, patents, inventor's certificates and applications for patents or inventor's certificates based on the Invention, agree to provide to VMware and its successors, assigns and legal representatives all information known to or ascertainable by me and all documents and other materials and objects pertaining to VMware's rights in the Invention that are in my possession of or I am called as witnesses by VMware or its successors, assigns and legal representatives, I agree to testify to all facts pertaining to VMware's rights in the Invention for which I am competent to testify;

5. Warrant and represent that the Invention is my property, and that I have conveyed no assignment, grant, lien, mortgage, license or other encumbrance affecting the Invention to any other person; that, to my knowledge, no such conveyance exists otherwise; and that I have the full power to convey the rights assigned in this Assignment.

Date: 12/11/02

Michael Nelson  
Michael NELSON