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Form PTO-1595 (Modified)

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

12/18/03



102637550

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

NELSON, Michael
MAHALINGAM, Mallik
ARUNACHALAM, RamuAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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 ☒ NoU.S. PTO
10/741244
22141

121803

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 17 December 2003

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

10/741244

If this document is being filed together with a new application, the execution date of the application is: 18 December 2003

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes ☐ No ☒

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

Name: VMware, Inc.ATTN: Jeffrey Pearce

Internal Address: _____

Street Address: 3145 Porter DriveCity: Palo Alto State: CA Zip: 943046. 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:

50-2652

(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

18 December 2003

Date

12/31/2003 ECDOPER 00000137 502652 10/741244 Total number of pages including cover sheet, attachments, and documents: 4

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PATENT
REEL: 014834 FRAME: 0067

ASSIGNMENT

We:

Michael NELSON, residing at 888 Forest Lane, Alamo, CA 94507, USA,
a citizen of the USA;

Mallik Mahalingam, residing at 355 N. Wolfe Rd #724, Sunnyvale, CA 94085
USA, a citizen of India; and

Ramu Arunachalam, residing at 738 Bounty Drive, Apt # 3812, Foster City, CA
94404 USA, a citizen of India

are the inventors of the invention disclosed in the patent application
("Application") entitled:

TCI/IP Offloading for Virtual Machines

which was executed on 12/17/2003 (date)

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 we hereby
acknowledge, each of us, individually:

1. Assigns and transfers to VMware, its successors, assigns and legal
representatives, the entire right, title and interest in and to the Invention and the
Application, and all utility, 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. Agrees that the foregoing rights conveyed to VMware includes 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 certificates based on the
Invention;

3. Agrees 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, agrees to provide to VMware and its successors, assigns and legal representatives all information known to or ascertainable by us and all documents and other materials and objects pertaining to VMware's rights in the Invention that are in the possession of or accessible to us; and further, at any trial, hearing, deposition or other legal proceeding where we are called as witnesses by VMware or its successors, assigns and legal representatives, agrees to testify to all facts pertaining to VMware's rights in the Invention for which we are competent to testify;

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

Date: 12/17/03

Michael Nelson
Michael NELSON

Date: _____

Mallik MAHALINGAM

Date: _____

Ramu ARUNACHALAM

3. Agrees 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, agrees to provide to VMware and its successors, assigns and legal representatives all information known to or ascertainable by us and all documents and other materials and objects pertaining to VMware's rights in the Invention that are in the possession of or accessible to us; and further, at any trial, hearing, deposition or other legal proceeding where we are called as witnesses by VMware or its successors, assigns and legal representatives, agrees to testify to all facts pertaining to VMware's rights in the Invention for which we are competent to testify;

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

Date: _____

Michael NELSON

Date: 12/16/03

M. Mahalingam
Mallik MAHALINGAM

Date: 12/16/03

Ramu Arunachalam
Ramu ARUNACHALAM