

11-29-2004

Form PTO-1595 (Modified)

RE



U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks 102890781 original documents or copy thereof:

1. Name of conveying party(ies):

XU, Hao

11-17-04

Additional 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 Drive

City: Palo Alto State: CA Zip: 94304

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

3. Nature of conveyance:

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

Execution Date 17 November 2004

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: 17 Nov. 2004

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.

Internal Address: Darryl A. Smith

Street Address: 3145 Porter Drive

City: Palo Alto State: CA Zip: 94304

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00

☐ Enclosed☒ Authorized to charge deposit account8. Deposit account number:
502652

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

DO NOT USE THIS SPACE

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.

Darryl A. Smith (Reg No. 37,723)

Name of Person Signing

Signature

17 November 2004

Date

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

15364 U.S. PTO
10/991638
111704

11/26/2004 GTDN11 00000033 502652 10991638

01 FC:8021 40.00 DA

PATENT
REEL: 016011 FRAME: 0524

ASSIGNMENT

I,

Hao XU, residing at 555 E. Washington Ave., Apt. 611, Sunnyvale, CA 94086, USA, a citizen of China, am the inventor of the invention disclosed in the patent application ("Application") enclosed herewith, entitled:

Using Virtual Local Area Networks in a Virtual Computer System

which was executed on 17 November 2004 (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 I hereby acknowledge:

1. I hereby 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. I 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. I 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, I 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 the possession of or accessible to me; and further, at any trial, hearing, deposition or other legal proceeding where 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. I 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:

11/17/2004



Hao XU