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PATENTS ONLY		
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.		
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)	
Matthew Delco Matthew Eccleston	Name: VMware, Inc.	
Matthew Ginzton Gustav Wibling	Internal Address:	
Additional name(s) of conveying party(ies) attached? Yes ✓ No 3. Nature of conveyance/Execution Date(s):	Street Address: 3145 Porter Drive	
Execution Date(s) 11/15/05, 11/15/05, 11/15/05, 11/15/05	officer field costs.	
✓ Assignment Merger		
Security Agreement Change of Name	City: Palo Alto	
Joint Research Agreement	State: CA	
Government Interest Assignment	State: CA	
Executive Order 9424, Confirmatory License	Country: United States Zip:94304	
Other	Additional hama(a) & address(an) attacked? [ Van [ ]] Na	
17-deliconal Marrie(s) & address(es) attached: 11-10-10		
4. Application or patent number(s):		
11/231,127	, ,	
Additional numbers attached?		
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1	
Name:vMware, Inc.		
	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40	
Internal Address: Darryl A. Smith	Authorized to be charged by credit card	
	Authorized to be charged to deposit account	
Street Address: 3145 Porter Drive	Enclosed	
	None required (government interest not affecting title)	
City: Palo Alto	8. Payment Information	
State: CA Zip:94304	a. Credit Card Last 4 Numbers Expiration Date	
Phone Number: <u>650-384-4810</u>		
Fax Number: 650-475-5005	b. Deposit Account Number 502652	
Email Address: dsmith@vmware.com	Authorized User Name Darryl A. Smith	
9. Signature:		
Signature	17 November 2005 Date	
Darryl A. Smith Total number of pages including cover		
Name of Person Signing	sheet, attachments, and documents:	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or malled to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## ASSIGNMENT

We.

<u>Matthew DELCO</u>, residing at <u>1063 Morse Ave.</u>, Apt <u>15-101</u>, Sunnyvale, CA <u>94089</u>, USA, a citizen of <u>United States</u>;

<u>Matthew ECCLESTON</u>, residing at <u>607A Frederick St., San Francisco, CA 94117</u>, <u>USA</u>, a citizen of <u>United States</u>;

Matthew GINZTON, residing at 3742 26th St., San Francisco, CA 94110, USA, a citizen of United States; and

Gustav WIBLING, residing at 2611 South Court, Palo Alto, CA 94306, USA, a citizen of Denmark;

are the inventors of the invention disclosed in patent application serial number 11/231,127 ("Application") filed on 19 September 2005 and entitled:

## System and Methods for Implementing Network Traffic Management for Virtual and Physical Machines

which was executed on (dates):

15 November 2005 Matthew DELCO 15 November 2005 Matthew ECCLESTON

15 November 2005 Matthew GINZTON 15 November 2005 Gustav WIBLING

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 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

Assignment

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PATENT REEL: 017039 FRAME: 0207 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. 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: Nov 15 2005	Mothew Delo
Date: <i>Nov. 15, 20</i> 0\$	Matthew DELCO
Date: Nov. 15, 2005	Matthew ECCLESTON  Matthew ECCLESTON  Matthew GINZTON
Date: Nov 15, 2005	Matthew GINZTON Gustan Wildling
	Gustav WIBLING

Assignment

**RECORDED: 11/17/2005** 

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