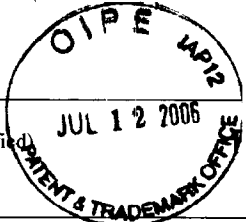


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Form PTO-1595 (Modified)



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>Bich Cau LE Robert Frederick DEUEL Sirish RAGHURAM Yufeng ZHENG</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>VMware, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>3145 Porter Drive</u></p> <p>City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u></p> <p>Additional name(s) and address(es) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>Execution Date(s): <u>6/6/06, 6/12/06 and 6/14/06</u></p>	

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:

A. Patent Application No.(s): <u>11/396,060</u>	B. Patent No.(s)
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Additional numbers attached? Yes  No

<p>5. Name and address of party to whom correspondence concerning the document should be mailed:</p> <p>Name: <u>VMware, Inc.</u></p> <p>ATTN: <u>Darryl A. Smith</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>3145 Porter Drive</u></p> <p>City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) ..... <u>\$40.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to charge deposit account</p> <p>8. Deposit account number:  <u>50-2652</u></p> <p>(attach duplicate copy of this page if paying by deposit account)</p>
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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.*

<p><u>Darryl A. Smith (Reg. No. 37,723)</u> Name of Person Signing</p>	<p><u>Darryl A. Smith</u> Signature</p>	<p><u>July 10, 2006</u> Date</p>
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Total number of pages including cover sheet, attachments, and documents: 3

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## ASSIGNMENT

We,

Bich Cau LE, residing at 3313 Pomerado Way, San Jose, CA 95135, USA, a citizen of United States

Robert Frederick DEUEL, residing at 827 Roble Ave., #4, Menlo Park CA 94025, USA, a citizen of United States

Sirish RAGHURAM, residing at 655 S. Fair Oaks Ave., #L-217, Sunnyvale, CA 94086, USA, a citizen of India

Yufeng ZHENG, residing at 1550 Vista Club Circle, #307, Santa Clara, CA 95054, USA, a citizen of China

are the inventors of the invention disclosed in the patent application ("Application") which was filed 31 March 2006, as U.S. Application No. 11/396,060, entitled:

### **Updating Software on Dormant Disks**

which was executed on (dates): 6/6/06, 6/12/06 and 6/14/06

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


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.

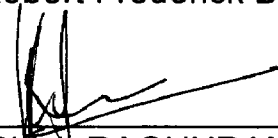
Date: 6/14/06

  
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Bich Cau LE


Date: 6-12-2006

  
\_\_\_\_\_  
Robert Frederick DEUEL

Date: 6/6/2006

  
\_\_\_\_\_  
Sirish RAGHURAM

Date: 6/12/2006

  
\_\_\_\_\_  
Yufeng ZHENG