

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JOSEPH FITZGERALD	10/17/2006
OLEG BARENBOIM	10/17/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ManagelQ, Inc.
<b>Street Address:</b>	345 Route 17 South
<b>City:</b>	Upper Saddle River
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07458
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11550356
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)938-5200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(650) 335-7127
<b>Email:</b>	nmaloney@fenwick.com
<b>Correspondent Name:</b>	Nubia Morad
<b>Address Line 1:</b>	Fenwick & West LLP
<b>Address Line 2:</b>	801 California Street
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041
<b>ATTORNEY DOCKET NUMBER:</b>	25077-11992
<b>NAME OF SUBMITTER:</b>	Neil F. Maloney

Total Attachments: 3  
 source=11992\_assignment#page1.tif  
 source=11992\_assignment#page2.tif

**CH \$40.00 11550356**



## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to ManageIQ, Inc. a Delaware corporation, having a place of business at 345 Route 17 South, Upper Saddle River, NJ, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **REGISTERING AND ACCESSING VIRTUAL SYSTEMS FOR USE IN A MANAGED SYSTEM** ("APPLICATION"), which:

- is to be filed herewith.
- was filed on \_\_\_\_\_, and now bears U.S. application serial number \_\_\_\_\_.
- The APPLICATION claims priority from [a provisional/foreign application], filed on \_\_\_\_\_, now bearing [Country] application serial number \_\_\_\_\_.

2. The entire worldwide right, title, and interest in and to:

- (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not

Title: Registering and Accessing Virtual Systems for Use in a Managed System  
Filed: even date herewith  
Application No.: not yet known

hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature \_\_\_\_\_ Date of Signature \_\_\_\_\_

Joseph J Fitzgerald  
Joseph Fitzgerald

10 / 17 ,2006

State of New Jersey }  
County of Bergen } ss.

On 10/17/06 before me, Lauren Sottarelli, Notary Public, personally appeared Joseph Fitzgerald personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Lauren Sottarelli

Notary Seal

Notary

LAUREN SOTTARELLI  
NOTARY PUBLIC  
BERGEN COUNTY, NEW JERSEY  
MY COMMISSION EXPIRES 9 / 8 / 2010



Title: Registering and Accessing Virtual Systems for Use in a Managed System  
Filed: even date herewith  
Application No.: not yet known

Name and Signature

[Signature]

Oleg Barenboim

State of New Jersey }

County of Bergen } ss.

Date of Signature

OCT 17, 2006

On 10/17/06 before me, Lauren Sottarelli, Notary Public, personally appeared Oleg Barenboim personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature]

Notary

Notary Seal

25077/11992/DOCS/1664347.1

LAUREN SOTTARELLI  
NOTARY PUBLIC  
BERGEN COUNTY, NEW JERSEY  
MY COMMISSION EXPIRES 9/8/2010

