

10-17-2006

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



103322374

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

101006  
17225  
U.S. PTO  
30-01-07

113013 U.S. PTO  
11/545662  
101006

1. Name of conveying party(ies):

- 1. Greg HUTCHINS
- 2. Christian CZEZATKE
- 3. Satyam B. VAGHANI
- 4. Mallik MAHALINGAM
- 5. Shaw CHUANG
- 6. Bich Cau LE

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) and address(es) attached? Yes  No

3. Nature of conveyance:

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

Execution Date: September 25, 2006 and October 9, 2006

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: 9/25/06 and 10/9/06

A. Patent Application No.(s)

B. Patent No.(s)

10/16/2006 DBYRNE 0000124 502652 11545662

01 FC:0021 40.00 DA

Additional numbers attached? Yes  No

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

Name: VMware, Inc.

ATTN: Darryl A. Smith

Internal Address: \_\_\_\_\_

Street Address: 3145 Porter Drive

City: Palo Alto State: CA Zip: 94304

6. Total number of applications and patents involved:

7. 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)

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

Darryl A. Smith  
Signature

9 October 2006

Date

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

A71

## **ASSIGNMENT**

We,

Greg HUTCHINS, residing at 2271 Williams Street, Palo Alto, CA 94306, USA, a citizen of United States;

Christian CZEZATKE, residing at 575 Harrison Street, #111, San Francisco, CA 94105, USA, a citizen of Austria;

Satyam B. VAGHANI, residing at 435 778 Moreno Ave., Palo Alto, CA 94303, USA, a citizen of India;

Mallik MAHALINGAM, residing at 355 N. Wolfe Road, #822, Sunnyvale, CA 94085, USA, a citizen of India;

Shaw CHUANG, residing at 777 W. Middlefield Road, #72, Mountain View, CA 94043, USA, a citizen of Singapore; and

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

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

### **Offloading Operations to a Replicate Virtual Machine**

which was executed on (dates):

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;

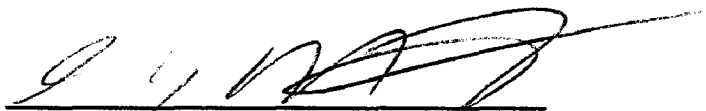
2. Agrees that the foregoing rights conveyed to VMware includes all priority rights arising from the filing of the Application, the right to own in its own name the Application and all patents and inventor's certificates in all countries, and other applications for patents or inventor's certificates, 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: 9/25/2006

  
\_\_\_\_\_  
Greg HUTCHINS

Date: 09/25/2006

  
\_\_\_\_\_  
Christian CZEZATKE


Date: 09/25/2006

  
\_\_\_\_\_  
Satyam B. VAGHANI

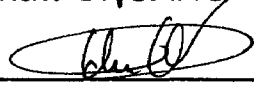
Date: 9/25/06

  
\_\_\_\_\_  
Mallik MAHALINGAM

Date: 10/9/06

  
\_\_\_\_\_  
Shaw CHUANG

Date: 9/25/2006

  
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Bich Cau LE