

04-12-2007

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ADMARK OFFICE

Docket No.: VMW-A154

103394387

I hereby certify that this transmittal of the below described document is being deposited with the United States Postal Service in an envelope bearing First Class Postage and addressed to the Mail Stop Assignments, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the below date of deposit.

Date of Deposit:	04/04/2007	Name of Person Making the Deposit:	Vanessa Nance	Signature of the Person Making the Deposit:	
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MRD 4-10-07

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:
Please record the attached original document(s) or copy(ies) thereof:

Transmittal of an Assignment

2007 APR 10 AM 11:39
OPR/FINANCE

1. Name of conveying party(ies): Carl WALDSPURGER, John ZEDLEWSKI, Andrei DOROFEEV
 Application No.: 11/707,411 Group Art Unit: 2195
 Filed: 02/16/2007 Examiner: Unassigned

2. Name and Address of Receiving party(ies): VMWare
 3145 Porter Drive, Palo Alto, CA 94304

3. Nature of Conveyance: Assignment
 Execution Date: 03/28/2007, 03/29/2007, 03/26/2007

4. New Patent Application entitled: SCHEDULING SELECTED CONTEXTS IN RESPONSE TO DETECTING SKEW BETWEEN COSCHEDULED CONTEXTS

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: James P. Hao
 Address: Murabito, Hao & Barnes LLP
 Two North Market Street, Third Floor, San Jose, CA 95113
 Phone: (408) 938-9060
 Customer No: 66519

6. Total Number of applications and patents involved: ONE

7. Fee Calculation (for other than a small entity)
 Assignment Recordation Fee, per property 1 X \$40.00 \$40.00
Total Fees (37 CFR 3.41)
 X **The amount of \$ 40.00 is enclosed**

8. At any time during the pendency of this application, please charge any additional fees required or credit any overpayments to Deposit Account 50-4160. A duplicate copy of this transmittal is enclosed.

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.

Name: James P. Hao
 Reg. No.: 36,398

Date: April 4, 2007

04/11/2007 DBYRNE 00000059 11707411

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ASSIGNMENT

We, Carl WALDSPURGER, residing at 517 Georgia Ave, Palo Alto, CA, 94306, a citizen of USA; and

John ZEDLEWSKI, residing at 1539 Cambridge St., Apt 2, Cambridge, MA, 02139, a citizen of USA; and

Andrei DOROFEEV, residing at 1243 Henderson Ave, Sunnyvale, CA, 94086, a citizen of RUSSIA

are the inventors of the invention disclosed in the patent application ("Application") which was filed 02/16/2007, as U.S. Application No. 11/707,411 entitled:

SCHEDULING SELECTED CONTEXTS IN RESPONSE TO DETECTING SKEW BETWEEN COSCHEDULED CONTEXTS

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: 28-Mar-07



Carl WALDSPURGER

Date: _____

John ZEDLEWSKI

Date: 03/26/2007



Andrei DOROFOEV

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: _____

Carl WALDSPURGER

Date: 3/29/07



John ZEDLEWSKI

Date: _____

Andrei DOROFEEV