

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Technology Rights Transfer Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Dunes Technologies S.A.	04/02/2008
RECEIVING PARTY DATA	
Name:	VMware, Inc.
Street Address:	3401 Hillview Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10533885
CORRESPONDENCE DATA	
Fax Number:	(650)427-4818
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-427-3272
Email:	ipadmin@vmware.com
Correspondent Name:	VMware, Inc.
Address Line 1:	Attn: Rajeev Madnawat
Address Line 2:	3401 Hillview Avenue
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	A279
NAME OF SUBMITTER:	Rajeev Madnawat
Total Attachments: 3 source=Dunes and Bermuda Technology Rights Transfer Agrmt 01-01-08#page1.tif source=Dunes and Bermuda Technology Rights Transfer Agrmt 01-01-08#page2.tif source=Dunes and Bermuda Technology Rights Transfer Agrmt 01-01-08#page3.tif	

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REEL: 022142 FRAME: 0246

# TECHNOLOGY RIGHTS TRANSFER AGREEMENT

This Technology Rights Transfer Agreement is entered into with effect as of January 1, 2008 ("Effective Date") by and between Dunes Technologies S.A., a company duly incorporated and organized under the laws of Switzerland with its principal place of business at Rue Philippe-Francois de Langallerie 11, Lausanne, Switzerland ("Dunes") and VMware Bermuda Limited, a company organized and existing under the laws of Ireland with its principal place of business at Clarendon House, 2 Church Street, Hamilton HM CX, Bermuda ("VMware").

WHEREAS Dunes has developed and currently owns all the worldwide rights to a certain technology related to virtualization, which worldwide rights include worldwide intellectual property rights, as well as any and all worldwide rights embodied in certain virtualization software (all of which rights are "Dunes Technology Rights");

WHEREAS VMware wishes to purchase and Dunes wishes to sell to VMware all Dunes Technology Rights outside of the United States("US"); and

WHEREAS the parties have been acting in substantial accordance with these terms and now wish to formally document their understanding;

NOW THEREFORE, in consideration of the conditions set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:


1. Transfer of Dunes Non-US Technology Rights. In consideration of the payment of the Purchase Price by VMware to Dunes, Dunes agrees to convey, sell, transfer, assign and deliver to VMware the right, title and interest in and to all of the Dunes Technology Rights outside of the United States ("Dunes Non-US Technology Rights").
2. Purchase Price. In consideration of the transfer of the Dunes Non-US Technology Rights, Transferee agrees to pay to Transferor the fair market value amount ("Purchase Price") as determined by an independent third-party appraisal company agreed to by both parties in a report prepared for this purpose ("Appraisal Report"), which amount shall be payable by Transferee within thirty days of the date that a letter in substantial accordance with Appendix A has been sent by Transferee to Transferor. A copy of such letter signed by both parties shall be attached as Exhibit A-1 to this Agreement.
3. Transferring Documentation. Dunes and VMware shall execute and deliver such further documentation and take such other actions as may be reasonably necessary to expeditiously give effect to the transactions contemplated hereby.

4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of Switzerland.


This Agreement supersedes all previous agreements concerning the subject matter hereof between the parties whether oral or in written form.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as indicated below:

**Dunes Technologies S.A.**

By:   
Name: Thomas Jurawicz  
Title: Officer  
Date: 2-Apr-2008

**VMware Bermuda Limited**

By:   
Name: Thomas Jurawicz  
Title: Director  
Date: 2-Apr-2008

**Notice of Purchase Price**

**Dunes Technologies, Limited**

**DATE OF LETTER:**

**To: VMware, Bermuda Ltd.**

Dear Sirs

Re: Notice of Purchase Price

In accordance with article 2 of the Technology Rights Transfer Agreement between us with effect as of January 1, 2008, we hereby inform you that the fair market value amount of the Dunes Non-US Technology Rights as determined by Duff & Phelps in its Appraisal Report dated **DATE** is:

**AMOUNT IN NUMBERS (AMOUNT IN WORDS)**

A copy of the Appraisal Report is enclosed herewith for your reference.

We hereby request you to tender payment to us of the above amount within thirty days of the date of this letter.

Yours truly,

**NAME**

Receipt of letter is hereby acknowledged:

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**NAME**

Title