

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Adam Z. Spiers	04/23/2009
Till Franke	04/14/2009
RECEIVING PARTY DATA	
Name:	Novell, Inc.
Street Address:	1800 South Novell Place
Internal Address:	M/S H544
City:	Provo
State/Country:	UTAH
Postal Code:	84606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12390878
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	KING & SCHICKLI, PLLC
Address Line 1:	247 NORTH BROADWAY
Address Line 4:	LEXINGTON, KENTUCKY 40507
ATTORNEY DOCKET NUMBER:	1363-083
NAME OF SUBMITTER:	Patrick M. Torre
Total Attachments: 3 source=assignment#page1.tif source=assignment#page2.tif	

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**PATENT
 REEL: 022598 FRAME: 0314**

ASSIGNMENT

WHEREAS, we, **Adam Z. Spiers** of London, England, and **Till Franke** of Friedrichsdorf, Germany, have made certain new and useful inventions as set forth in U.S. patent application 12/390,878, filed February 23, 2009 entitled **DYNAMIC THERMAL LOAD BALANCING**;

AND WHEREAS, Novell, Inc., a corporation of the state of Delaware, having a place of business at 1800 South Novell Place, M/S H544, Provo, Utah 84606, is desirous of acquiring the entire right, title and interest in and to said inventions and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor based on this application;

NOW, THEREFORE, for good and valuable consideration, we do hereby sell, assign, transfer and set over unto Novell, Inc., its legal representatives, successors, and assigns, the entire right, title and interest in and to said inventions as set forth in the above-mentioned application, to the application itself, and in and to any and all patents of the United States and foreign countries which may be issued for said inventions;

UPON SAID CONSIDERATIONS, we hereby agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said

inventions, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of assignor and assignee;

AND we authorize the law firm of King & Schickli, PLLC to insert the serial number and filing date of the application when known;

AND we request the Commissioner of Patents and Trademarks or the corresponding official in any foreign country in which a patent or patents may issue for said inventions, to issue said patent or patents to Novell, Inc., its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patents and the inventions covered thereby.

Adam Spiers

ADAM Z. SPIERS

23rd April 2009

DATE

TILL FRANKE

DATE

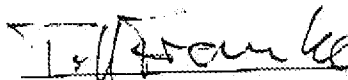
inventions, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of assignor and assignee;

AND we authorize the law firm of King & Schickli, PLLC to insert the serial number and filing date of the application when known;

AND we request the Commissioner of Patents and Trademarks or the corresponding official in any foreign country in which a patent or patents may issue for said inventions, to issue said patent or patents to Novell, Inc., its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patents and the inventions covered thereby.

ADAM Z. SPIERS

DATE



TILL FRANKE

14.4.2009

DATE