

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Huan LIU	04/28/2009
Dan ORBAN	04/28/2009
RECEIVING PARTY DATA	
Name:	Accenture Global Services GmbH
Street Address:	Herrenacker 15
City:	Schaffhausen
State/Country:	SWITZERLAND
Postal Code:	CH-8200
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12435596
CORRESPONDENCE DATA	
Fax Number:	(408)938-9069
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-938-9060
Email:	swarren@mhbpatents.com
Correspondent Name:	Murabito, Hao & Barnes LLP
Address Line 1:	Two North Market Street
Address Line 2:	Third Floor
Address Line 4:	San Jose, CALIFORNIA 95113
ATTORNEY DOCKET NUMBER:	ACNR-D09-104/02153-00/US
NAME OF SUBMITTER:	James P. Hao
Total Attachments: 2 source=ACNR-D09-104-02153-00-US-ASSIGN#page1.tif source=ACNR-D09-104-02153-00-US-ASSIGN#page2.tif	

OP \$40.00 12435596

Attorney Docket No.: ACNR-D09-104/02153-00/US**ASSIGNMENT
JOINT**

The terms of this patent rights Assignment, by Huan LIU, Dan ORBAN ("Assignors"), respectively residing at 990 Coeur D Alene Way, Sunnyvale, CA 94087, 334 N. Murphy Ave., Sunnyvale, CA 94085 are as follows:

WHEREAS, the Assignors made the inventions described in a patent application entitled **METHOD AND SYSTEM FOR APPLICATION MIGRATION IN A CLOUD** which has been or will be filed in US which bears attorney docket number **ACNR-D09-104/02153-00/US**, and which has a [Date] filing date and a [Number] Serial Number that are stated herein if this information is available; and

WHEREAS, pursuant to their employment, the Assignors are obligated to assign their inventions and related patent rights either to certain Accenture Entities within the Accenture Group (comprising Accenture Limited and its subsidiaries) or to persons or entities designated by any such Accenture Entities; and

WHEREAS each such Accenture Entity within the Accenture Group has entered into contractual arrangements pursuant to an Intellectual Property Services Agreement with Accenture Global Services GmbH, a limited liability company duly organized under and pursuant to the laws of Switzerland as a judicial person, and having a place of business at Herrenacker 15, CH-8200 Schaffhausen, Switzerland ("AGS"), to authorize immediate assignment or to immediately assign to AGS all inventions, patent applications, Letters Patent or Patents and other intellectual property developed by such Accenture Entity and its employees, agents, consultants and others; and

WHEREAS, pursuant to these arrangements AGS acquires the entire right, title and interest in and to the aforementioned inventions, identified patent application, all corresponding other patent applications filed in any country, and in and to any Letters Patent or Patents obtained thereon in any country;

NOW, THEREFORE, for good, valuable and legally sufficient consideration for each Assignor provided by the applicable employing Accenture Entity, the receipt of which is hereby acknowledged by all Assignors, the Assignors by this Assignment document exclusively sell, assign and transfer or confirm a previous exclusive sale, assignment and transfer to AGS of all their right, title and interest in and to the aforementioned inventions, patent applications and Letters Patent or Patents which may be granted therefore or thereon in any country, and in and to all divisions, continuations and continuations-in-part of any such patent applications, or reissues, reexaminations, renewals and extensions of any such Letters Patent or Patents; with the full right to claim for all such patent applications all benefits and priority rights under any applicable convention, treaty or legislation, and with the right of AGS to sue and obtain relief, including damages, profits and an injunction, for any infringement occurring before or after issuance of the Letters Patent or Patents (hereinafter all such rights collectively referenced as the "Patent Rights"); these Patent Rights to be held and enjoyed for the sole and exclusive use and benefit of AGS, its successors and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as any such Patent Rights would have been held and enjoyed by the Assignors had a sale, assignment and transfer of such Patent Rights not been made.

For the above-recited consideration, each of the Assignors covenants, warrants and agrees that the aforementioned exclusive sale, assignment and transfer of Patent Rights to AGS by Assignor is lawful, effective, and complete in that it fulfills Assignor's obligation to ensure that any and all Patent Rights Assignor may have are passed to AGS. Assignor also covenants, warrants and agrees that all Patent Rights obtained by AGS from Assignor are unencumbered at the time the Patent Rights are received by AGS, and that AGS obtains good and clear title to all such Patent Rights that are sold, assigned and transferred to AGS with the full right and lawful authority to do so at the time and in the manner set forth herein.

For the above-recited consideration, each of the Assignors hereby covenants and agrees to execute and deliver to AGS, its successors, legal representatives or assigns, all papers and documents that may be required to carry out the terms of the sale, assignment and transfer of Patent Rights to AGS, and take all lawful oaths, provide


testimony, and do all lawful acts necessary or required to be done to reasonably assist AGS, its successors, legal representatives or assigns in any interference, litigation or other proceeding in any country concerning or in connection with any inventions, patent applications, Letters Patent or Patents sold, assigned and transferred as stated herein; or for the prosecution, procurement, maintenance, enforcement and defense of any such patent applications, Letters Patent or Patents, or to carry out the terms of the sale, assignment and transfer of Patent Rights to AGS, or vest in AGS, its successors and assigns, exclusive title in and to all inventions, patent applications, Letters Patent and Patents sold, assigned and transferred by Assignors, without further compensation from AGS, its successors, legal representatives or assigns, except for reasonable costs and expenses of the Assignor incident to such assistance and approved in writing by AGS, its successors, legal representatives or assigns before any such costs or expenses are incurred.

Each Assignor grants AGS a limited power of attorney to execute, or have executed, for or on behalf of that Assignor, whatever papers are required to file or prosecute patent applications and obtain Letters Patent or Patents in any country for the inventions sold, assigned and transferred by the Assignor, with the understanding and agreement that the exercise of this limited power of attorney by AGS or its attorneys or representatives gives the Assignor no rights with respect to any of the Patent Rights sold, assigned and transferred to AGS, nor establishes any attorney-client relationship between Assignor and AGS or Assignor and any attorney working on behalf of AGS. Each Assignor also agrees there is no actual or implied attorney-client relationship between that Assignor and any attorney representing AGS, its affiliates, subsidiaries or parent companies, by virtue of the preparation and prosecution of patent applications on behalf of AGS in any country, any employment or consulting relationship between that Assignor and AGS or any other entity, or by virtue of this Assignment document or any term thereof.

The Assignors hereby authorize and request the Commissioner of Patents of the United States or like official of any other country to issue to AGS or its designee, Letters Patent or Patents of the United States or any other country for the sole use of AGS, its successors and assigns in accordance with the terms of this Assignment document.

IN TESTIMONY WHEREOF, the Assignors have executed this Assignment document.

4/28/09
Date


Huan LIU

4/28/09
Date


Dan ORBAN

Rev. 2/2008