

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John Martin Keagy	08/17/2009
Jeffery Carr	08/14/2009
Paul Lappas	07/30/2009
RECEIVING PARTY DATA	
Name:	ServePath, LLC
Street Address:	2 Harrison St.
Internal Address:	2nd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12421599
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	SPTH.P0014
NAME OF SUBMITTER:	Mani Adeli
Total Attachments: 3	

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**PATENT
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the application of:

John Martin Keagy, et al.

Serial No.: 12/421,599

Filing Date: April 9, 2009

For: SYSTEM AND METHOD FOR
AUTOMATED CRITERIA BASED
DEPLOYMENT OF VIRTUAL
MACHINES ACROSS A GRID OF
HOSTING RESOURCES

PATENT APPLICATION

JOINT INVENTORS TO CORPORATION ASSIGNMENT

WHEREAS, the undersigned Inventors are the first, true, and joint inventors of certain new and useful inventions in:

SYSTEM AND METHOD FOR AUTOMATED CRITERIA BASED DEPLOYMENT OF
VIRTUAL MACHINES ACROSS A GRID OF HOSTING RESOURCES

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the inventions, said application having Serial Number 12/421,599 and filed on April 9, 2009.

WHEREAS, ServePath, LLC (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 2 Harrison St., 2nd Floor, San Francisco, CA 94105, wishes to acquire the entire right, title and interest in and to said application and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said Inventions"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "Patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest: (a) in and to said application and said Inventions; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants on said Inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of invention or other governmental grants granted on said Inventions in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or

continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include, but not be limited to, prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee: (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said Inventions; and (g) for legal proceedings involving said Inventions and any applications therefore and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

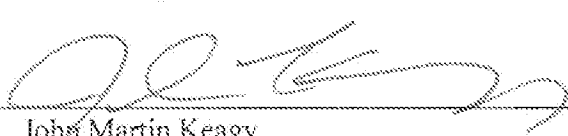
3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives, and assigns.

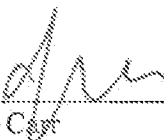
4. Said Inventors hereby jointly and severally warrant and represent that said Inventors have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

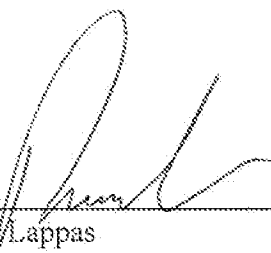
5. Said Inventors hereby jointly and severally consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose. Furthermore, said Inventors hereby jointly and severally consent that a copy of this assignment shall be proof of the right of said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

6. Said Inventors hereby covenant with said Assignee, its successors, assigns and legal representatives that the rights and property herein conveyed are free and clear of any encumbrance and that said Inventors have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, said Inventors have executed this instrument on the date of acknowledgement as given below and delivered this instrument to said Assignee.

(1)  Date: 8/19/09
John Martin Keagy

(2)  Date: 8-14-9
Jeffery Cast

(3)  Date: 7/30/09
Paul Lappas
