

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rudy Bergthold	03/08/2010
David Ibarra	03/19/2010
RECEIVING PARTY DATA	
Name:	NxGen Modular, LLC
Street Address:	1450 Veterans Blvd.
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12728152
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	CUPEP004
NAME OF SUBMITTER:	Kenneth D. Wright
Total Attachments: 2 source=CUPEP004_Bergthold_USAssign_efiled#page1.tif source=CUPEP004_Ibarra_USAssign_efiled#page1.tif	

CH \$40.00 12728152

ASSIGNMENT OF PATENT APPLICATION
(Accompanying Application)

Whereas we the undersigned inventors have invented certain new and useful improvements as set forth in the patent application entitled:

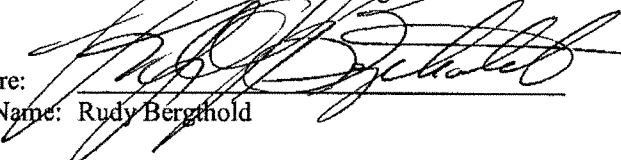
MODULAR DATA CENTER AND ASSOCIATED METHODS

(Atty. Docket No. CUPEP004) for which we have executed an application for a United States Letters Patent.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we the undersigned inventors hereby:

- 1) Sell, assign and transfer to **NxGen Modular, LLC**, a Delaware Limited Liability Corporation having a place of business at 1450 Veterans Blvd., Redwood City, California 94063. (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the dates indicated beside our signatures.

- 1) Signature:  Date: 3/8/10
Typed Name: Rudy Berghold
- 2) Signature: _____ Date: _____
Typed Name: David Ibarra

ASSIGNMENT OF PATENT APPLICATION
(Accompanying Application)

Whereas we the undersigned inventors have invented certain new and useful improvements as set forth in the patent application entitled:

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Signed on the dates indicated beside our signatures.

- | | | |
|----|---|----------------------|
| 1) | Signature: _____
Typed Name: Rudy Bergthold | Date: _____ |
| 2) | Signature: <u>David A. Ibarra</u>
Typed Name: David Ibarra | Date: <u>3/19/10</u> |

Attorney Docket No. CUPEP004