

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/02/2009

CONVEYING PARTY DATA

Name	Execution Date
Alexander Bakman	03/11/2011
Sergey Panov	03/11/2011

RECEIVING PARTY DATA

Name:	VKernel Corporation
Street Address:	300 Brickstone Square, Suite 503
City:	Andover
State/Country:	MASSACHUSETTS
Postal Code:	01810

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12395524

CORRESPONDENCE DATA

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NAME OF SUBMITTER:	Christopher J. McKenna

Total Attachments: 4
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Alex
S Panov

Assignment

WHEREAS, **Alexander BAKMAN** of **Durham, New Hampshire** and **Sergey Panov** of **Moscow, Russia**, are named as inventors on the application for Letters Patent of the United States titled:

METHOD, SYSTEM AND APPARATUS FOR MANAGING, MODELING, PREDICTING, ALLOCATING AND UTILIZING RESOURCES AND BOTTLENECKS IN A COMPUTER NETWORK; and

identified by United States Application Serial No. **12/395,524** filed in the United States Patent and Trademark Office on **February 27, 2009** and

WHEREAS **VKernel Corporation** (hereinafter "ASSIGNEE"), having a usual place of business at **300 Brickstone Square, Suite 503, Andover, MA 01810** desires to acquire or confirm an interest therein;

NOW, THEREFORE, to all whom it may concern be it known that, in accordance with agreements previously and duly entered into between the parties and in consideration of those agreements, and for other good and valuable consideration, the receipt of which is hereby acknowledged, each has sold, assigned, and transferred and/or does hereby sell, assign, and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title, and interest in and throughout the United States of America, its territories and all foreign countries, in and to the application, all divisional, continuing, substitute, renewal, reissue, reexamination and other applications for Letters Patent that is based in whole or in part on the application, and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such Letters Patent as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions, applications, and Letters Patent to be held and enjoyed by ASSIGNEE for its own use and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by him/her had this assignment and sale not been made;

AND, hereby acknowledges that this assignment, being of the entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE selection, to apply for and receive Letters Patent for said inventions in its own name;

AND, hereby further agrees for him/herself and his/her executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Letters Patent to ASSIGNEE, its successors, assignees, and legal representatives, but at its expense and charges, including the execution of application for patents in foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other

statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by communicating to the ASSIGNEE all facts we know relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEE;

AND, further hereby authorizes ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment if appropriate;

AND, hereby appoints ASSIGNEE as its common agent for purposes of prosecuting international patent applications and any material patent applications for which such common agency is recognized;

AND, hereby requests the Director of Patents and Trademarks of the United States to issue said Letters Patent as shall be granted upon said application or applications based thereon to ASSIGNEE, its successors, assigns, and legal representatives;

AND, covenants with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by him/her, and that full right to convey the same as herein expressed is possessed by him/her.

AND, I do further hereby grant the attorneys/agents of Foley & Lardner LLP, the power to insert on this Assignment the filing date and/or application number of said application.

Executed this 11th day of March, 2011.

Alex Bakman
ALEXANDER BAKMAN

Commonwealth
State of Massachusetts
County of Essex

On this 11th day of March, 2011, before me,

Leah M. Leduc (a notary public in and for said county), personally appeared ALEXANDER BAKMAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

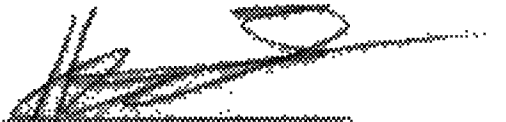
WITNESS my hand and official seal.
Signature: Leah M. Leduc



LEAH M. LEDUC
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 14, 2017

My Commission Expires: 4/14/2017

(Seal)



SERGEY PANKIN

ELENA BOSOMELOVA
Witness Name

March 11, 2011

Date



Witness Signature

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