

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Allan Havemose	03/24/2011
RECEIVING PARTY DATA	
Name:	Open Invention Network LLC
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City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27703
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13096461
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Total Attachments: 2 source=img20110428_14590918#page1.tif source=img20110428_14590918#page2.tif	

OP \$40.00 13096461

ASSIGNMENT OF INVENTION

For good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNORS:

Allan Havemose
2364 Par View Lane
Arroyo Grande, California 93420
Citizenship: United States

hereby sell, assign and transfer to

ASSIGNEE:

Open Invention Network LLC
Research Triangle Park Center
4819 Emperor Blvd.
Suite 400
Durham, North Carolina 27703
State or Country of Formation: Delaware

and the successors, assigns and legal representatives of the Assignee the entire right, title and interest for the territory of the United States, all foreign countries, and all regional jurisdictions in and to the following items (collectively referred to as the "Invention and Patent Rights"):

(a) any and all inventions and/or improvements related to:

SYSTEM AND METHOD FOR HYBRID KERNEL- AND USER-SPACE CHECKPOINTING

that are described in an application for Letters Patent of the United States of America that has been prepared for filing, said application being identified by the Practitioner's Docket Number listed at the beginning of this instrument and executed by the Assignors of even date herewith (the "Inventions");

- (b) said application for Letters Patent;
(c) all patent applications in foreign countries, in regional jurisdictions, and/or pursuant to the Patent Cooperation Treaty for any of the Inventions;
(d) all applications for extension filed or to be filed for any of the Inventions or for any letters patent, invention registration, utility model, reissue, or other patent rights granted for any of the Inventions;
(e) all continuation, division, continuation-in-part, renewal, and/or substitute for any of the foregoing applications;
(f) all rights to claim priority with respect to any of the foregoing applications;
(g) all the rights and privileges in any and all of the foregoing applications and under any and all letters patent, invention registration, utility model, extension, reissue, or other patent rights that may be granted with respect to any of the foregoing applications or obtained for any of the Inventions, and any reissue or re-examination thereof; and

(h) any right, title, or interest in and to any of the Inventions which has not already been transferred to Assignee.

Each Assignor authorizes and requests his/her attorney and/or Assignee to insert here in parentheses (April 28, 2011, Serial Number 13/096,461) the filing dates and application numbers of said applications for Letters Patent when known.

Each Assignor warrants that such Assignor has made no assignment of any of the Invention and Rights to a party other than Assignee, and that such Assignor is under no obligation to make any assignment of any of the Invention and Rights to any other party.

Each Assignor agrees that, upon Assignee's request from time to time, such Assignor will:

- (a) promptly provide Assignee with all pertinent facts and documents relating to the Invention and Rights as may be known and accessible to Assignor.
- (b) testify as to the same in any interference, litigation or proceeding related thereto, and
- (c) promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce any of the Invention and Rights which may be necessary or desirable to carry out the purposes of this agreement.

Each Assignor authorizes Assignee:

- (a) in all countries foreign to the United States of America, to make application in its own name for protection of any of the Inventions and to maintain such protection, and
- (b) for any application for patent or other form of protection for the Inventions, to invoke and claim without further authorization from such Assignor, any and all benefits, including the right of priority provided by any an all treaties, conventions, or agreements.

A copy of this instrument shall be deemed to be a full legal and formal equivalent to any document that may be required in any country in proof of the right of the Assignee to apply for patent or other form of protection for any of the Inventions and to claim the aforesaid benefit of the right of priority.

The Commissioner of Patents is hereby authorized and requested to issue any and all patents granted with respect to the Letters Patent of the United States of America mentioned above solely in accordance with the terms of this agreement to the Assignee identified above, its successors, legal representatives, and assigns, as the assignee of the entire right, title, and interest therein.


Allan Havemose

3/24/2011
Date