

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Christopher Edwin Morgan	05/27/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Red Hat, Inc.
<b>Street Address:</b>	1801 Varsity Dr.
<b>City:</b>	Raleigh
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27606
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13117937
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)997-4905
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	703-917-0000
<b>Email:</b>	sjerome@mh2law.com
<b>Correspondent Name:</b>	MH2 Technology Law Group
<b>Address Line 1:</b>	1951 Kidwell Dr.
<b>Address Line 2:</b>	Suite 550
<b>Address Line 4:</b>	Tysons Corner, VIRGINIA 22182
<b>ATTORNEY DOCKET NUMBER:</b>	0040.0918
<b>NAME OF SUBMITTER:</b>	Scott D. Balderston
<b>Total Attachments: 2</b> source=AssignmentAsFiled_5-27-11#page1.tif source=AssignmentAsFiled_5-27-11#page2.tif	

OP \$40.00 13117937

## ASSIGNMENT

WHEREAS, I, Christopher Edwin MORGAN, have invented certain new and useful improvements in and to the subject matter of:

### **SYSTEMS AND METHODS FOR CLOUD DEPLOYMENT ENGINE FOR SELECTIVE WORKLOAD MIGRATION OR FEDERATION BASED ON WORKLOAD CONDITIONS**

described in an application for United States Letters Patent being executed simultaneously herewith;

AND, WHEREAS, Red Hat, Inc., a corporation organized under the laws of the State of Delaware, having a place of business located at 1801 Varsity Drive, Raleigh, NC 27606 (hereinafter "ASSIGNEE"), is desirous of acquiring certain rights to the improvements and under the application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, I do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said improvements, said United States application, any other United States applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States application or in whole or in part on said improvements, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States applications or in whole or in part on said improvements, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof;

AND I hereby authorize and request my agents, MH2 Technology Law Group LLP, whose address is 1951 Kidwell Drive, Suite 550, Tysons Corner, VA 22182, to insert hereon any identification necessary or desirable for recordation of this document, including the filing date and application number of said application when known.

AND I hereby agree for myself and my heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

AND I hereby covenant for myself and my legal representatives, and agree with said ASSIGNEE, its successors and assigns, that I have granted no right or license to make, use, sell or offer to sell said improvements, to anyone except said ASSIGNEE, that prior to the execution of this deed, our right, title and interest in said improvements had not been otherwise encumbered, and that I have not and will not execute any instrument in conflict therewith;

AND I do hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

\_\_\_\_ May 27, 2011 \_\_\_\_  
Date

\_\_\_\_/Christopher Edwin Morgan/\_\_\_\_\_  
Christopher Edwin MORGAN