#### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Ezra ZYGMUNTOWICZ	08/22/2011
Vadim SPIVAK	08/17/2011
Kent SKAAR	08/24/2011
Derek COLLISON	08/25/2011
Oleg SHALDYBIN	08/17/2011
Mark LUCOVSKY	07/19/2011
Killian MURPHY	07/25/2011

#### **RECEIVING PARTY DATA**

Name:	VMware, Inc.
Street Address:	3401 Hillview Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13157480

### **CORRESPONDENCE DATA**

Fax Number: (650)427-4818 Phone: 650-427-1049

ipadmin@vmware.com Email:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: VMWARE, INC. Address Line 1: DARRYL SMITH Address Line 2: 3401 Hillview Ave.

Address Line 4: PALO ALTO, CALIFORNIA 94304

**PATENT** 

REEL: 027057 FRAME: 0551

501690287

ATTORNEY DOCKET NUMBER:	A468.CIP
NAME OF SUBMITTER:	Daniel Lin
Total Attachments: 6 source=A468-CIP-ASSIGN-PA#page1.tif source=A468-CIP-ASSIGN-PA#page2.tif source=A468-CIP-ASSIGN-PA#page3.tif source=A468-CIP-ASSIGN-EZRA#page1.ti source=A468-CIP-ASSIGN-EZRA#page2.ti source=A468-CIP-ASSIGN-EZRA#page3.ti	f

PATENT REEL: 027057 FRAME: 0552

For good and valuable consideration, the receipt of which is hereby acknowledged, I, an ASSIGNOR named below.

Ezra ZYGMUNTOWICZ	of	Portland, OR	********
Vadım SPIVAK	of	San Francisco, CA	*********
Kent SKAAR	of	Stow, MA	*********
Derek COLLISON	of	Atherton, CA	
Oleg SHALDYBIN	of	Mountain View, CA	
Mark LUCOVSKY	of	Carpinteria, CA	******
Killian MURPHY	of	San Francisco, CA	

hereby sell, assign, transfer and set over to

ASSIGNEE: VMware, Inc., a Delaware corporation, having a principal place of business

at 3401 Hillview Avenue, Palo Alto, California 94304, U.S.A. (VMware), its

successors, assigns and legal representatives,

my entire right, title and interest throughout the world, including all rights to claim priority, in and to the invention(s) disclosed in:

U.S. Patent Application executed on or about t	he date of this Assignment,
U.S. Patent Application executed on,	, or
U.S. Patent Application No.:	filed on
X U.S. Provisional Application No.: 13/157,48	0, filed on <u>June 10, 2011</u> ;
International Application No.: PCT/	, filed on
and	

ENTITLED: MICROCLOUD PLATFORM DELIVERY SYSTEM

and identified by Attorney Docket Number A468.CIP

and naming inventor(s) as follows:

INVENTOR(S): Ezza ZYGMUNTOWICZ: Vadim SPIVAK; Kent SKAAR; Derek COLLISON; Oleg SHALDYBIN; Mark LUCOVSKY; Killian MURPHY

including without limitation, my entire right, title and interest in and to any and all United States and foreign applications (including any and all provisional, international, regional and foreign national applications) for said invention(s), including divisionals, continuations, continuations-in-part, renewals, substitutes and extensions thereof, and in and to any and all patents of every country or region that may be granted or have been granted for said invention(s), including any reissues and reexaminations thereof—the foreign applications including, without limitation, all

applications for patents, utility models and designs which may hereafter be filed for the invention(s) in any country or countries foreign to the United States, and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which may be granted for the invention(s) in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

I authorize and request that the U.S. Patent Application number and filing date corresponding to the U.S. Patent Application identified above be inserted here, if not already shown above, when such Patent Application number and filing date become known:

U.S. Careir Adencaron	U.S.	. Patent Application	, filed	
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I authorize ASSIGNEE to apply for patents of foreign countries for said invention(s); to claim all rights of priority without further authorization from me, which priority rights include rights derived from any United States application (provisional or otherwise) under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and to own in its own name all applications, all patents and inventor's certificates in all countries based on the invention(s).

I agree to execute any and all documents requested by ASSIGNEE, its successors, assigns, legal representatives, or nominees, at their reasonable expense, in connection with filing and prosecution of any and all United States and foreign applications (including international, regional, and foreign national applications), enforcement of all patents, and maintenance of all rights in the invention(s), patents, inventor's certificates and applications for patents or inventor's certificates based on any of the invention(s); and generally to do everything possible to aid ASSIGNEE, its successors, assigns, legal representatives, and nominees, at their request and reasonable expense, in obtaining, enforcing, and maintaining patents and inventor's certificates for said invention(s) in all countries. In particular, I agree to provide to ASSIGNEE, its successors, assigns, legal representatives, or nominees, at their request and at their reasonable expense, all information known to or ascertainable by me and all documents and other materials and objects pertaining to the invention(s) that are in the possession of or accessible to me; and further, at any trial, hearing, deposition or other legal proceeding where I am called as a witness by ASSIGNEE, its successors, assigns, legal representatives, or nominee, I agree to testify to all facts pertaining to the invention(s) for which I am competent to testify.

I hereby covenant that I have full right to convey the entire interest that is being assigned by this Assignment, and that no assignment, sale, license, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment.

I authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue any U.S. Letters Patent or any other patent or property right that may be granted for said invention(s) to ASSIGNEE, its successors or assigns.

Executed on	by
Date	Ezta ZYGMUNTOWICZ

Executed on _	4/11/4	., by
Executed on _	1) me (1) 2 (4) 11	Vadim SPIVAK , by/W/ Sha
Executed on _	Date \$ / 15 / 2 # 11	Kent SKAAR
Executed on _	Bate 8/17/2011	Derek COLLISON
Executed on _	Dute 7 /19/2011	Oleg SHALDYBIN
Executed on _	Date 7/25/2が11	Mark LUCOVSKY
	Daie	Killian MÜRPHY

For good and valuable consideration, the receipt of which is hereby acknowledged, I, an ASSIGNOR named below,

Ezra ZYGMUNTOWICZ	of	Portland, OR	***********
Vadim SPIVAK	of	San Francisco, CA	
Kent SKAAR	of	Stow, MA	
Derek COLLISON	of	Atherton, CA	
Oleg SHALDYBIN	of	Mountain View, CA	**********
Mark LUCOVSKY	of	Carpinteria, CA	
Killian MURPHY	of	San Francisco, CA	~~~~

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my entire right, title and interest throughout the world, including all rights to claim priority, in and to the invention(s) disclosed in:

U.S. Patent Application executed on or a	bout the date of this Assi	gnment,
U.S. Patent Application executed on		, or
U.S. Patent Application No.:	, filed on	
X U.S. Provisional Application No.: 13/1	.57,480 , filed on	June 10, 2011;
International Application No.: PCT/	, filed on	
and		

ENTITLED: MICROCLOUD PLATFORM DELIVERY SYSTEM

and identified by Attorney Docket Number A468.CIP

and naming inventor(s) as follows:

INVENTOR(S): Ezra ZYGMUNTOWICZ; Vadim SPIVAK; Kent SKAAR; Derek
COLLISON; Oleg SHALDYBIN; Mark LUCOVSKY; Killian MURPHY

including without limitation, my entire right, title and interest in and to any and all United States and foreign applications (including any and all provisional, international, regional and foreign national applications) for said invention(s), including divisionals, continuations, continuations-in-part, renewals, substitutes and extensions thereof, and in and to any and all patents of every country or region that may be granted or have been granted for said invention(s), including any reissues and reexaminations thereof—the foreign applications including, without limitation, all

applications for patents, utility models and designs which may hereafter be filed for the invention(s) in any country or countries foreign to the United States, and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which may be granted for the invention(s) in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

I authorize and request that the U.S. Patent Application number and filing date corresponding to the U.S. Patent Application identified above be inserted here, if not already shown above, when such Patent Application number and filing date become known:

U.S.	Patent	Application		filed	
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I authorize ASSIGNEE to apply for patents of foreign countries for said invention(s); to claim all rights of priority without further authorization from me, which priority rights include rights derived from any United States application (provisional or otherwise) under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and to own in its own name all applications, all patents and inventor's certificates in all countries based on the invention(s).

I agree to execute any and all documents requested by ASSIGNEE, its successors, assigns, legal representatives, or nominees, at their reasonable expense, in connection with filing and prosecution of any and all United States and foreign applications (including international, regional, and foreign national applications), enforcement of all patents, and maintenance of all rights in the invention(s), patents, inventor's certificates and applications for patents or inventor's certificates based on any of the invention(s); and generally to do everything possible to aid ASSIGNEE, its successors, assigns, legal representatives, and nominees, at their request and reasonable expense, in obtaining, enforcing, and maintaining patents and inventor's certificates for said invention(s) in all countries. In particular, I agree to provide to ASSIGNEE, its successors, assigns, legal representatives, or nominees, at their request and at their reasonable expense, all information known to or ascertainable by me and all documents and other materials and objects pertaining to the invention(s) that are in the possession of or accessible to me; and further, at any trial, hearing, deposition or other legal proceeding where I am called as a witness by ASSIGNEE, its successors, assigns, legal representatives, or nominee, I agree to testify to all facts pertaining to the invention(s) for which I am competent to testify.

I hereby covenant that I have full right to convey the entire interest that is being assigned by this Assignment, and that no assignment, sale, license, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment.

I authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue any U.S. Letters Patent or any other patent or property right that may be granted for said invention(s) to ASSIGNEE, its successors or assigns.

Executed on 8/22/2011 by Ezra ZYGMUNDOWICZ

Executed on		by _	
	Date	•	Vadim SPIVAK
Executed on		by _	
	Date	•	Kent SKAAR
Executed on		by _	
	Date	•	Derek COLLISON
Executed on		by _	
	Date	•	Oleg SHALDYBIN
Executed on		by	
	Date	•	Mark LUCOVSKY
Executed on		by	
	Date	,	Killian MURPHY