PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Dantong Yu	11/03/2011
Dimitrios Katramatos	11/03/2011

RECEIVING PARTY DATA

Name:	Brookhaven Science Associates, LLC	
Street Address:	40 Brookhaven Ave - P.O. Box 5000	
Internal Address:	Bldg. 460	
City:	Upton	
State/Country:	NEW YORK	
Postal Code:	11973-5000	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13273541

CORRESPONDENCE DATA

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US Mail.

Correspondent Name: Brookhaven National Laboratory
Address Line 1: Bldg. 490C - 30 Bell Ave
Address Line 4: Upton, NEW YORK 11973-5000

ATTORNEY DOCKET NUMBER: BSA 11-02

NAME OF SUBMITTER: Dorene M. Price

Total Attachments: 2

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PATENT REEL: 027169 FRAME: 0001 WHEREAS, we <u>Dantong Yu and Dimitrios Katramatos</u> citizens of <u>China and the United States</u>, respectively, residing in <u>Stony Brook</u>, County of <u>Suffolk</u>, State of <u>New York</u>, and in <u>Coram</u>, County of <u>Suffolk</u>, State of <u>New York</u>, ASSIGNORS, are the inventors of an invention and certain new and useful improvements disclosed in an application entitled <u>"Co-Scheduling of Network Resource Provisioning and Host-to-Host Bandwidth Reservation on High-Performance Network and Storage Systems"; we filed the said non-provisional application for United States Letters Patent accorded Serial No. <u>13/273,541</u> on <u>October 14, 2011</u> and;</u>

WHEREAS, the **Brookhaven Science Associates**, **LLC**, incorporated in Delaware (BSA), having an office at 40 **Brookhaven Avenue**, **Building 460**, **Upton**, **NY 11973-5000**, desires to acquire the entire right, title, and interest in, under and to the said invention and improvements which are disclosed in the said application, and any Letters Patent wherever they may be issued thereon;

WHEREAS, BSA has elected to take title to said invention pursuant to P.L. 98-620 and has informed the U.S. Department of Energy of that election and the U.S. Department of Energy has not exercised any exceptions thereto under either 401.3(a)(2) or (3) of P.L. 98-620, but retains the right to do so;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned ASSIGNORS by these presents do sell, assign, and transfer unto BSA the entire right, title, and interest in, under and to the said invention and improvements as disclosed in the said application as well as any divisional, continuation, renewal, substitute, reissue, reexamination, conversion, and all other applications for Letters Patent or the legal equivalent thereof wherever they may be filed, and in, under and to any and all Letters Patent or the legal equivalent thereof wherever they may be issued thereon including all original, reissue, reexamination, and extensions of said Letters Patent or the legal equivalent thereof;

AND WE HEREBY authorize and request the issuing authority whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to and in the name of the Brookhaven Science Associates, LLC;

AND WE HEREBY covenant and agree that we have full right to convey the entire right, title and interest herein assigned, and that we have not executed, and will not execute, any assignment, grant, mortgage, license or other agreement in conflict herewith;

AND WE HEREBY agree to make, execute, and deliver unto BSA any and all rightful oaths, declarations, assignments, powers of attorney, affidavits, statements, and all other documents or instruments; we agree to execute all renewal, divisional, continuation, substitute, reexamination, foreign, reissue, and all other applications; we agree to communicate to BSA, its successors, legal representatives, or its assigns, any facts known to us respecting the said invention and improvements and the history thereof; we agree to testify as to the same in or incident to the prosecution or conduct of any and all applications, before as well as after the issuance of any Letters Patent thereon, or in the adjustment or settlement of any interferences, litigations, or other actions or proceedings that said applications may encounter or in which they may become involved as may be required by BSA, or its duly authorized representative; and we agree to generally do everything possible to aid BSA in protecting the said invention and improvements, and in obtaining, maintaining, defending and enforcing proper protection for the said invention and improvements as may be requested by BSA, its successors, legal representatives or its assigns, except that any expenses arising through extending such assistance will be paid for by proper arrangement with BSA;

PATENT REEL: 027169 FRAME: 0002 IN TESTIMONY WHEREOF, we hereunto set our hands and seals the day and year set opposite our respective signatures. Notary Public, State of NY No. 01RU6215070 State of **Qualified** in Suffolk County County of Commission Expires December 12, 2013 November day of , 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared DANTONG YU, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and s/he acknowledged the same to be her/his free act and deed. Notary Public, State of NY No. 01RU6215070 State of **Qualified in Suffolk County** County of Commission Expires December 12, 2013 day of Northber, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared DIMITRIOS KATRAMATOS, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and s/he acknowledged the same to be her/his free act and deed.

AND WE HEREBY agree and acknowledge that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of each

undersigned ASSIGNOR and shall extend to the successors, assigns and nominees of BSA.

PATENT REEL: 027169 FRAME: 0003

RECORDED: 11/03/2011