### PATENT ASSIGNMENT

## Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT						
NATURE OF CONVEYANCE:		NUNC PRO TUNC ASSIGNMENT						
EFFECTIVE DATE:		06/23/2011						
CONVEYING PARTY DATA								
			ame	Execution Date				
Cloud.com, Inc.				01/05/2012				
RECEIVING PARTY DATA								
Name:	Citrix Systems, Inc.							
Street Address:	851 West Cypress Creek Road							
City:	Fort Lauderdale							
State/Country:	FLORIDA							
Postal Code:	33309							
PROPERTY NUMBERS Total: 4								
Property Type					79			
Property Ty	ире		Number		02079			
Property Ty Application Number:		3020			13020799			
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Application Number:	1:		799 801					
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# REEL: 027486 FRAME: 0109

#### NAME OF SUBMITTER:

Total Attachments: 5

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#### NUNC PRO TUNC PATENT ASSIGNMENT

This NUNC PRO TUNC PATENT ASSIGNMENT ("Assignment"), effective as of June 23, 2011 (the "Effective Date"), is made by and between Cloud.com, Inc., a Delaware corporation ("Assignor"), and Citrix Systems, Inc., a Delaware corporation, having an office at 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Agreement and Plan of Merger, dated as of the Effective Date (the "Merger Agreement"), pursuant to which Assignee acquired ownership of Assignor by virtue of the merger transaction consummated pursuant to the terms thereof (the "Merger") (capitalized terms used herein without definition shall have the meaning set forth in the Merger Agreement);

WHEREAS, Assignor is, and was as of the Effective Date, the sole and exclusive owner of the patents and patent applications set forth on <u>Exhibit A</u> and incorporated by reference herein (the "<u>Assigned Patents and Patent Applications</u>"); and

WHEREAS, Assignor desires to transfer and assign, and to confirm the transfer and assignment, to Assignee, <u>nunc pro tunc</u> and effective as of the Effective Date, all of Assignor's right, title and interest in and to the Assigned Patents and Patent Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignment. Assignor does hereby sell, assign, transfer, convey and 1. deliver to Assignee, and confirms the transfer and assignment to Assignee, nunc pro tune and effective as of the Effective Date, all of Assignor's right, title and interest in and to the Assigned Patents and Patent Applications, including without limitation (i) any patent application(s) filed as a continuation, provisional, divisional, or continuation-in-part of the patent application(s) set forth on Exhibit A, patents issuing therefrom and reissues, reexaminations and extensions of such patents; (ii) any patent application(s) filed in respect of the inventions that are the subject of the invention disclosures listed in Exhibit A attached hereto; and (iii) any foreign counterpart to the patent(s) and patent application(s) set forth on Exhibit A or described in clauses (i)-(ii) (including divisionals, continuations, confirmations, additions, renewals or continuations-in-part of such patent applications), patents issuing therefrom and extensions thereof; (iv) all rights to apply for registration in foreign countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and  $(\underline{v})$  all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patents and Patent Applications, including without limitation the right to compromise, sue for and collect such profits and damages; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely as

the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. <u>Recordation</u>. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the relevant official of any foreign patent office to record ownership of the Assigned Patents and Patent Applications as the property of Assignee.

3. <u>Governing Law</u>. Any and all claims, disputes or controversies in any way arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by the laws of the State of Delaware, notwithstanding the existence of any conflict of laws principles that otherwise would dictate the application of any other state's law.

4. <u>Further Actions</u>. At any time after the date of this Assignment, Assignor hereby agrees that Assignor shall, and shall cause its Affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Assignment. Without limiting the foregoing, Assignor will communicate to the Assignee, its successors, legal representatives and assigns any facts known to it respecting any improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors, legal representatives and assigns to obtain and enforce proper patent protection for the improvements in the United States and in any foreign jurisdiction.

5. <u>Counterparts</u>. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows.]

PATENT REEL: 027486 FRAME: 0112 IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

By:

Name: Antonio Gomes Title: Secretary of Cloud.com, Inc.

ACKNOWLEDGMENT

STATE OF [ MASACHOSTS)

COUNTY OF MLALESCX)

On 340465, 2012 before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment) LA-RAE ANN STRAWBRICCE Notery Public Commonwealth of Massachusetts Kly Commission Expires Acx8 4, 2014

ASSIGNEE:

By:

Name: Antonio Gomes Title: VP, Deputy General Counsel of Citrix Systems, Inc.

#### ACKNOWLEDGMENT

STATE OF MASA SOL

:SS: COUNTY OF Madis ;

On  $\mathcal{J}$   $\mathcal{I}$  before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment)



## EXHIBIT A

## Assigned Patents and Patent Applications

Citrix Number	Application Number	Patent Number	Title	Filing Date
CTX-714	13/020,799	N/A	Scalable Cloud Computing	02/03/2011
CTX-715	13/020,801	N/A	Remote Console Access in a Scalable Cloud Computing Environment	02/03/2011
CTX-716	13/020,802	N/A	Network Fragmentation and Virtual Machine Migration in a Scalable Cloud Computing Environment	02/03/2011
CTX-717	13/020,803	N/A	Event and State Management in a Scalable Cloud Computing Environment	02/03/2011