501856340 03/16/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Andrey Gusev	02/09/2012
Jonathan Creighton	02/20/2012
David Brower	02/20/2012

RECEIVING PARTY DATA

Name:	Oracle International Corporation
Street Address:	500 Oracle Parkway, mail stop 5OP7
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94065

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13401638

CORRESPONDENCE DATA

 Fax Number:
 (530)759-1665

 Phone:
 530-759-1667

Email: caroline@parklegal.com

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

Mail.

Correspondent Name: Shun Yao

Address Line 1: Park, Vaughan, Fleming & Dowler LLP

Address Line 2: 2820 Fifth Street

Address Line 4: Davis, CALIFORNIA 95618

ATTORNEY DOCKET NUMBER:	ORA12-0191
NAME OF SUBMITTER:	Shun Yao 59 242

Total Attachments: 4

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> PATENT REEL: 027879 FRAME: 0149

CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Andrey Gusev Jonathan Creighton David Brower 3577 Palermo Way, Dublin, CA 94568 758 Trestle Glen Road, Oakland, CA 94610 290 Livorna Heights Road, Alamo, CA 94507

hereinafter termed "Inventor(s)", have invented certain new and useful improvements in

ASSIGNING SERVER CATEGORIES TO SERVER NODES IN A HETEROGENEOUS CLUSTER

and ha	• •	ation for a United States patent disclosing and identifying the
	On the day of	
	Or	
<u>X</u>	Said application having Application Number_	13/401,1038 and filed on 2/21/2012; and

WHEREAS, Oracle International Corporation, a corporation of the State of California, having a place of business at 500 Oracle Parkway, Mail Stop 50P7, Redwood City, CA 94065, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor(s) (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation

reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventhe dates written below.	tor(s) have executed and delivered this instrument to said Assignee as of
	2/9/12
Andrey Gusev	Date
Jonathan Creighton	Date
David Brower	Date
	Date
	Date

CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Andrey Gusev Jonathan Creighton David Brower 3577 Palermo Way, Dublin, CA 94568 758 Trestle Glen Road, Oakland, CA 94610 290 Livorna Heights Road, Alamo, CA 94507

hereinafter termed "Inventor(s)", have invented certain new and useful improvements in

ASSIGNING SERVER CATEGORIES TO SERVER NODES IN A HETEROGENEOUS CLUSTER

and hav	ve executed a declaration or oath for an application for a United States patent disclosing and identifying the on:
	On the, 20;
	Or .
<u>X</u>	Said application having Application Number 13/401, 1038 and filed on 2/21/2012; and

WHEREAS, Oracle International Corporation, a corporation of the State of California, having a place of business at 500 Oracle Parkway, Mail Stop 50P7, Redwood City, CA 94065, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor(s) (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- I. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation

reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below.

Andrey Gusev	Date	
() AS / J	2/20/2012	
Sonathan Creighton	Date	
Chy C En	2/20/2012	
David Brower	/ Date	
	Date	
	Date	