## 502048384 09/05/2012

### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
David BORLAND	08/31/2012
Arnold Thomas SCHNELL	08/31/2012
Mark DAVIS	08/31/2012

## **RECEIVING PARTY DATA**

Name:	Calxeda, Inc.
Street Address:	7000 N. Mopac Expy
Internal Address:	Ste. 250
City:	Austin
State/Country:	TEXAS
Postal Code:	78731

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13527498

# CORRESPONDENCE DATA

 Fax Number:
 6508332001

 Phone:
 650-833-2000

Email: patentdocketingUS-paloalto@dlapiper.com

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

Mail.

Correspondent Name: DLA Piper LLP
Address Line 1: 2000 University Avenue

Address Line 4: East Palo Alto, CALIFORNIA 94303-2215

ATTORNEY DOCKET NUMBER:	367062-991191	
NAME OF SUBMITTER:	Jason Lee	

## Total Attachments: 4

source=Calxeda-991191-Assignment#page1.tif source=Calxeda-991191-Assignment#page2.tif source=Calxeda-991191-Assignment#page3.tif source=Calxeda-991191-Assignment#page4.tif

> PATENT REEL: 028898 FRAME: 0959

540 00 1352

### ASSIGNMENT

WHEREAS, **David Borland, Arnold Thomas Schnell and Mark Davis** made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled

# NODE CARDS FOR A SYSTEM AND METHOD FOR MODULAR COMPUTE PROVISIONING IN LARGE SCALABLE PROCESSOR INSTALLATIONS

	issued as U.S. Patent No.		
X	filed as Serial No. 13/527,498 on June 19, 2012		
200222202222222	filed herewith		

WHEREAS, <u>Calxeda, Inc.</u>, a corporation of the State of Delaware and whose address is <u>7000 N. Mopac Expy, Ste. 250, Austin, TX 78731</u>, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, effective as of the date signed, I hereby, without reservation;

- 1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent:
- 2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;
- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;
- 4. Warrant that I have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to Assignee without encumbrance;
- 5. Bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or

WEST\237743047.1

them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs, legal representatives or assigns which may be useful for establishing any facts of my conceptions, disclosures, and reduction to practice of said inventions or discoveries.

6. Grant the attorneys of record the power to insert on this Assignment the serial number of said Application as further identification of said Application in order to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

IN WITNESS WHEREOF: 08/31/2012 DAVID BORLAND Date State of Texas County of Traves Kimberlin Stroup On (8)31 2012 before me ..., who proved to me on the basis of appeared satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under the PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature (Seal) KIMBERLY YVONNE STROOP Stary Public, State of Texas

-2-

My Commission Expires November 29, 2014 IN WITNESS WHEREOF:

Take Saland	08/31/2012
ARNOLD THOMAS SCHNELL	Date

State of Texas

County of Trails )

I certify under the PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EMBERLY YVONNE STROUP Notery Public, State of Texas My Commission Expires November 27, 2014 IN WITNESS WHEREOE:

	,,,,,,,,,,,,,,,,,,	
1	<b>}</b>	
	}	
	<del>}~~~~</del>	
	}	
STADE PARTIC	}	make.
I WOARK DAYYO	}	u u u u u u u u u u u u u u u u u u u
	}	
R		l

State	of "	l'exas

County of Iravis )

On <u>ON 21 20 12</u> before me <u>Vin Vin Strand</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

KIMBERLY YVONNE STROUP Notary Public, Siste of Texes My Commission Expires November 29, 2014

~Q~

WEST\237743047.1

RECORDED: 09/05/2012