502057494 09/12/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mordehai Margalit Holdings, Ltd.	02/02/2012

RECEIVING PARTY DATA

Name:	Empire Technology Development LLC		
Street Address:	2711 Centerville Road		
Internal Address:	dress: Suite 400		
City:	Wilmington		
State/Country:	ountry: DELAWARE		
Postal Code:	19808		

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	13634335	

CORRESPONDENCE DATA

Fax Number: 7704364613 **Phone**: 352-505-9200

Email: IP-Paralegal@turkiplaw.com

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

via US Mail.

Correspondent Name: Turk IP Law, LLC
Address Line 1: 1770 Highlands View
Address Line 4: Smyrna, GEORGIA 30082

ATTORNEY DOCKET NUMBER: 2817.0060USWO

NAME OF SUBMITTER: Carl K. Turk

Total Attachments: 3

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<u>PATENT</u>

REEL: 028943 FRAME: 0859

OF \$40.00 13634335

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ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mordehai Margalit, on behalf of Mordehai Margalit Holdings Ltd., an Israeli company, having a principal place of business at 21 Hashita St., Zichron, Yaaqov 30900, Israel ("Assignor"), effective as of November 16, 2011, hereby sells, assigns, transfers, and conveys unto

- (A) Empire Technology Development LLC, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("U.S. Assignee"), all rights, title, and interests that exist today and may exist in the future in and to any and all of the following items (1) through (8) below:
- 1. the inventions disclosed in the solution report/invention disclosure titled "Maintaining application performances upon transfer from one cloud server to the other" and all inventions claimed and/or described in the Application (collectively, the "Invention");
- 2. the patent applications listed in the table below (the "Application");

Patent Application No.	Country	<u>Filing Date</u>	Title
PCT/US12/23995	US	February 6, 2012	MAINTAINING APPLICATION PERFORMANCES UPON TRANSFER BETWEEN CLOUD SERVERS
13/634,335	US	September 12, 2012	MAINTAINING APPLICATION PERFORMANCES UPON TRANSFER BETWEEN CLOUD SERVICES

- 3. all rights with respect to the Invention, including all United States patents or other governmental grants or issuances that may be granted with respect to the Invention or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Application ("Potential Patents");
- 4. all reissues, reexaminations, extensions, or registrations of the Potential Patents;
- 5. all non-United States patents, patent applications, and counterparts relating to any or all of the Invention, the Application, and the Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
- all rights to claim priority rights deriving from the Application;

- 7. all causes of action and remedies related to any or all of the Application, the Invention, the Potential Patents, and the Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
- 8. any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Invention, Potential Patents, and the Foreign Rights.

As used in this Assignment, "Assignee" means, collectively, the U.S. Assignee and the Non-U.S. Assignee. Assignor will not sign any document or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignor requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

Assignor hereby authorizes and requests authorized representative to insert on this Assignment the filing date and Patent Application Numbers in the table above when known.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, their successors, legal representatives and assigns.

[Signature Page(s) to Follow]

By:

Mordehai Margalft

on behalf of Mordehai Margalit Holdings Ltd. 21 Hashita St., Zichron, Yaaqov 30900, Israel

ATTESTATION

The undersigned witnessed the signature of Mordehai Margalit to this document and makes the following statements:

- 1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
- 2. Mordehai Margalit is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 2/2 20/2 to execute this document.
- Mordehai Margalit subscribed to this document.

By: Malka Moydlf

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that the foregoing is true and correct.

Print Name: MALKA MARGALIT

By: YONA MARGACO

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