

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>George Barnett</td> <td>09/14/2012</td> </tr> <tr> <td>David Cheney</td> <td>01/07/2008</td> </tr> <tr> <td>Pramod Korathota</td> <td>09/14/2012</td> </tr> </tbody> </table>		Name	Execution Date	George Barnett	09/14/2012	David Cheney	01/07/2008	Pramod Korathota	09/14/2012
Name	Execution Date								
George Barnett	09/14/2012								
David Cheney	01/07/2008								
Pramod Korathota	09/14/2012								
RECEIVING PARTY DATA									
Name:	Atlassian Pty Ltd.								
Street Address:	375 Alabama Street, #325								
City:	San Francisco								
State/Country:	CALIFORNIA								
Postal Code:	94110								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13584919</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13584919				
Property Type	Number								
Application Number:	13584919								
CORRESPONDENCE DATA									
Fax Number:	6175231231								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	617-570-1000								
Email:	dracicot@goodwinprocter.com								
Correspondent Name:	Diane Racicot								
Address Line 1:	53 State Street								
Address Line 4:	Boston, MASSACHUSETTS 02109								
ATTORNEY DOCKET NUMBER:	ACL-001								
NAME OF SUBMITTER:	Jeffrey R. Rummler								
<p>Total Attachments: 24 source=ACL001Assignment#page1.tif source=ACL001Assignment#page2.tif</p>									

OP \$40.00 13584919

source=ACL001Assignment#page3.tif
source=ACL001Assignment#page4.tif
source=ACL001Assignment#page5.tif
source=ACL001Assignment#page6.tif
source=ACL001Assignment#page7.tif
source=ACL001Assignment#page8.tif
source=ACL001Assignment#page9.tif
source=ACL001Assignment#page10.tif
source=ACL001Assignment#page11.tif
source=ACL001Assignment#page12.tif
source=ACL001Assignment#page13.tif
source=ACL001Assignment#page14.tif
source=ACL001Assignment#page15.tif
source=ACL001Assignment#page16.tif
source=ACL001Assignment#page17.tif
source=ACL001Assignment#page18.tif
source=ACL001Assignment#page19.tif
source=ACL001Assignment#page20.tif
source=ACL001Assignment#page21.tif
source=ACL001Assignment#page22.tif
source=ACL001Assignment#page23.tif
source=ACL001Assignment#page24.tif

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by George Barnett; David Cheney; and Pramod Korathota (hereinafter referred to as Assignors), residing at c/o Atlassian Pty Ltd, 173-185 Sussex Street, Sydney NSW 2000, AUSTRALIA; c/o Atlassian Pty Ltd, 173-185 Sussex Street, Sydney NSW 2000, AUSTRALIA; and c/o Atlassian Pty Ltd, 173-185 Sussex Street, Sydney NSW 2000, AUSTRALIA, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in EFFICIENT HOSTING OF VIRTUALIZED CONTAINERS USING READ-ONLY OPERATING SYSTEMS, set forth in a Patent application for Letters Patent of the United States, already filed on August 14, 2012 as U.S. Application No. 13/584,919 ; and

WHEREAS, Atlassian Pty Ltd., a corporation, having its principal place of business at 375 Alabama Street, # 325, San Francisco, CA 94110 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.


AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

GOODWIN PROCTER LLP

All practitioners at Customer Number 051414

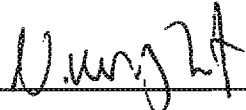
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

14 September 2012
Date


George Barnett

Witness:

14 September 2012
Date


Nick Wright

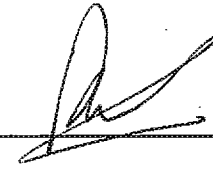
Date

David Cheney

Witness:

Date


2012-9-14
Date



Pramod Korathota

Witness:

2012-9-14
Date



Colby Fumell



Strictly Private and Confidential

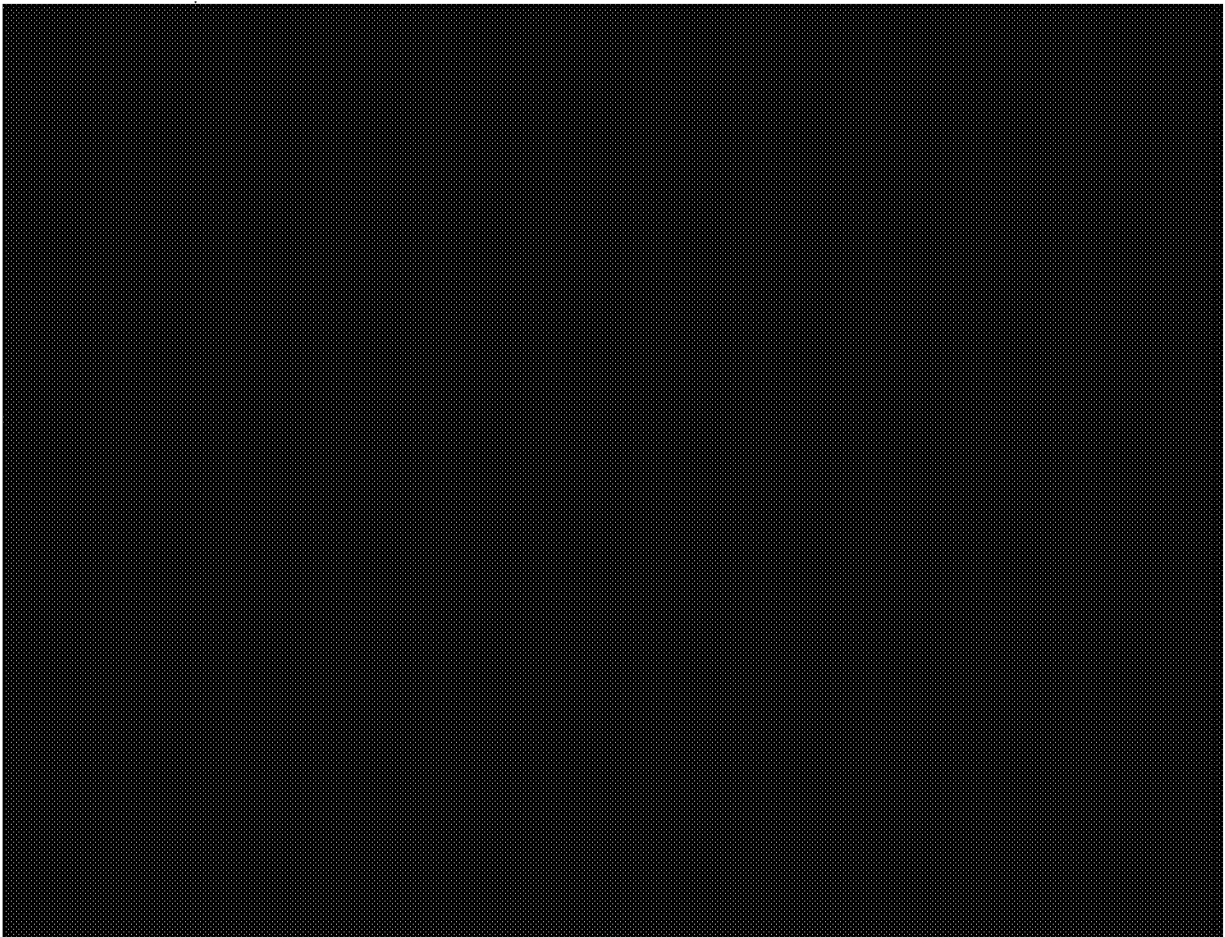
23 June 2008

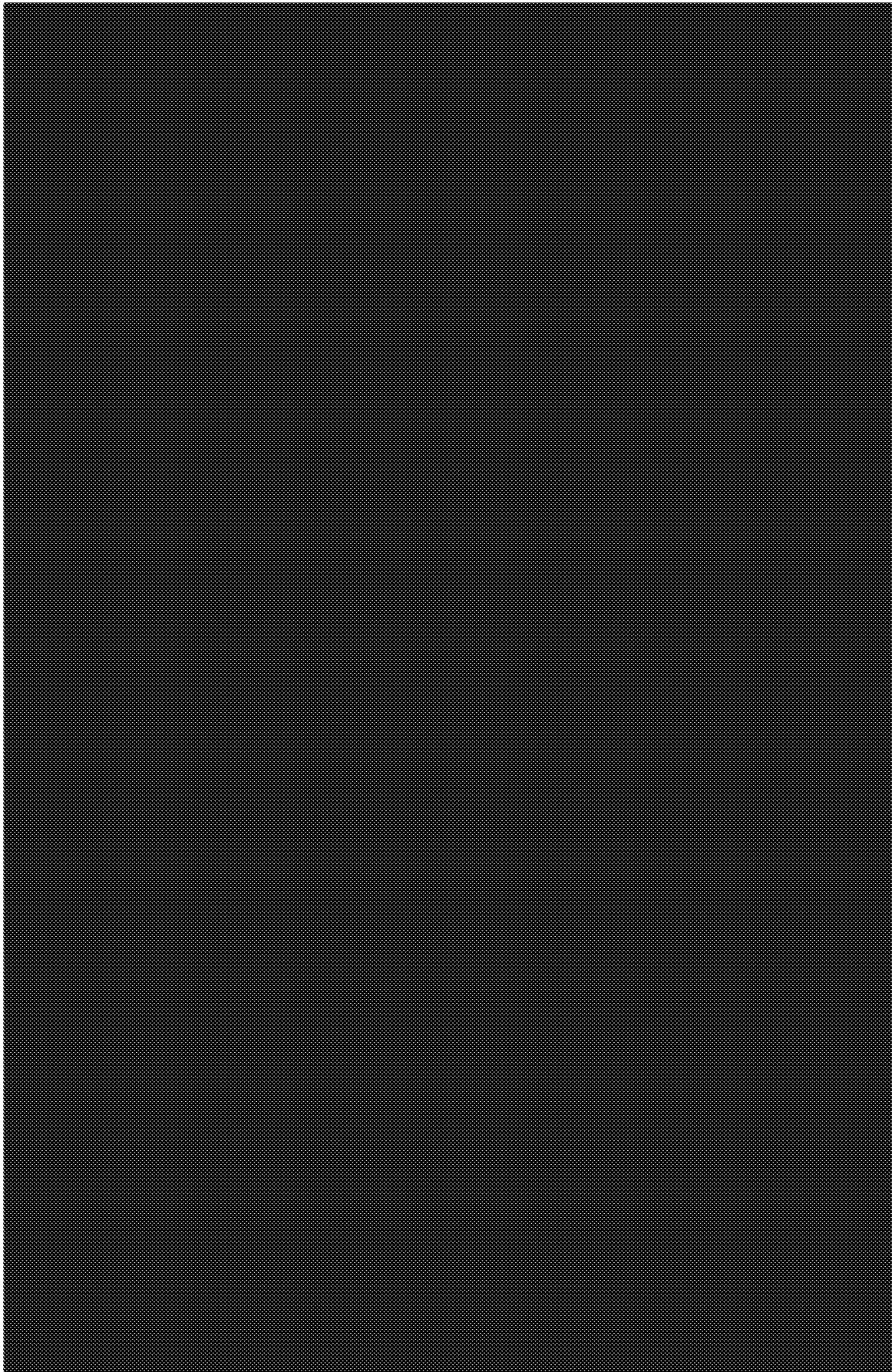
David Cheney
35 Newman Street
Brunswick West
VIC 3056

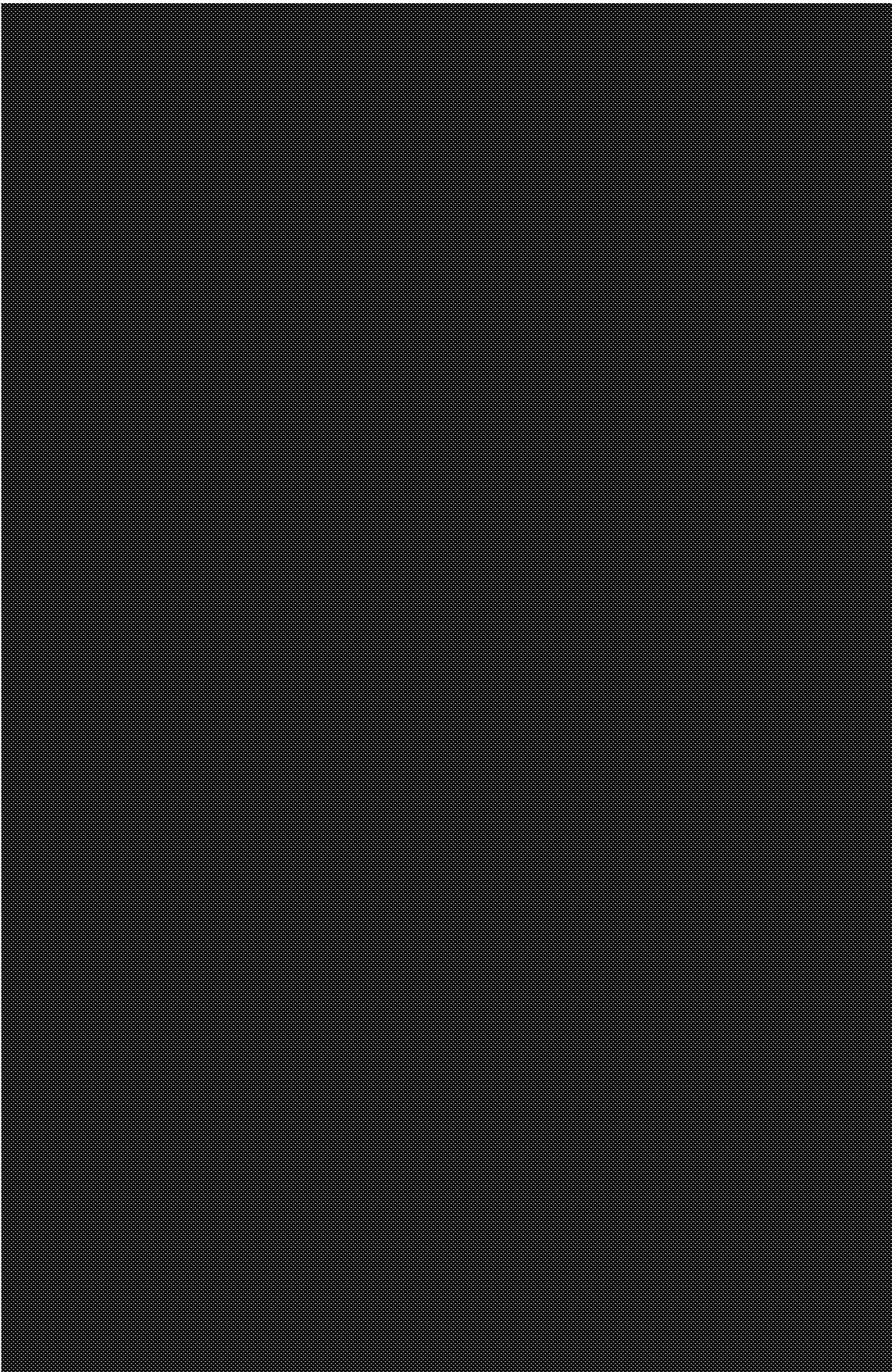
Dear David

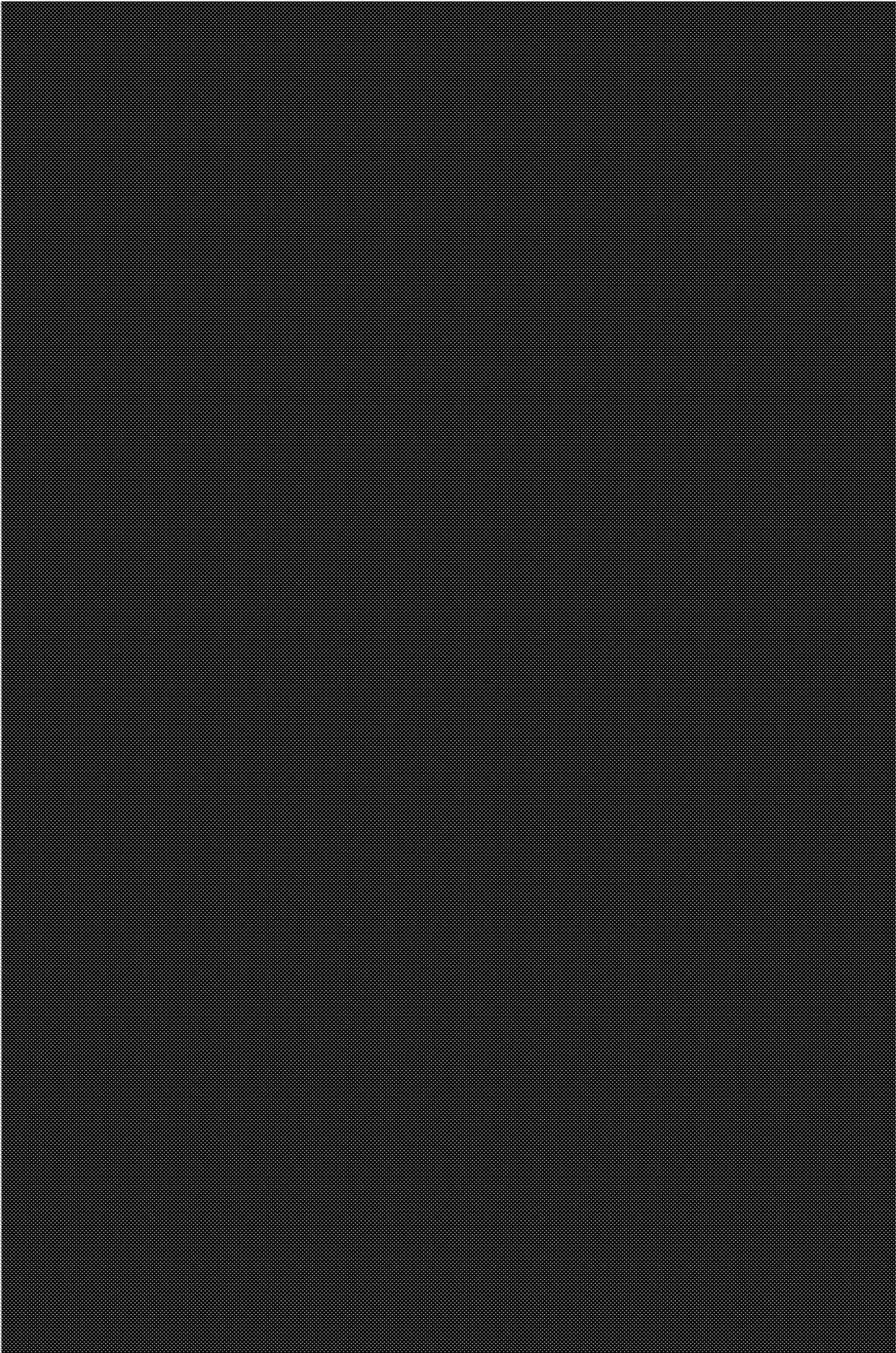
Offer of Employment with Atlassian Pty Ltd


I am very pleased to offer you the position of Senior Systems Engineer with Atlassian Pty Ltd (the Company). This letter, together with the Schedule attached to it (**Schedule**), sets out the terms and conditions of your employment.











11. Confidentiality

- 11.1 **(Definition):** For the purposes of this clause "Confidential Information" means the terms of this agreement and any information of any type acquired by you in the course of, or incidental to, the performance of your employment with the Company and includes but is not limited to trade secrets, technical knowledge, concepts, designs, plans, precedents, processes, methods, techniques, know-how, innovations, ideas, procedures, research data, financial data, databases, personnel data, computer software and programs, client lists, candidate lists, correspondence and letters and papers of every description including all copies or extracts of same relating to the affairs or business of the Company or any client of the Company.
- 11.2 **(Information received):** You acknowledge and agree that you will acquire certain information in the ordinary course of your employment with the Company and that the property of the Company includes and will include Confidential Information of the Company.
- 11.3 **(No disclosure):** You acknowledge and agree that you will not during the term of your employment or thereafter, without the prior written consent of the Company or as otherwise required by law, disclose directly or indirectly to any person, firm or company Confidential Information of the Company or its clients or potential clients and nor will you use any part of the Confidential Information of the Company or its clients or potential clients in any way other than as is required in the performance of your duties.
- 11.4 **(Company access to Confidential Information):** You also acknowledge and agree that you will not prevent access by the Company to the Confidential Information by the use of passwords or any other means. All Confidential Information remains the property of the Company and will not leave the premises of the Company without the written permission of a Director of the Company except as required in the performance of your duties.

11.5 **(Unauthorised disclosure):** You acknowledge that unauthorised use or disclosure of Confidential Information may result in the termination of your employment.

12. Intellectual Property

12.1 **(Company owner):** You agree that the Company is the sole and exclusive owner of all Intellectual Property Rights (as defined in clause 11.2 below) created or conceived, in whole or in part, by you in the course of your employment with the Company, however and whenever created or conceived, whether solely or jointly with others and whether during regular office hours or otherwise.

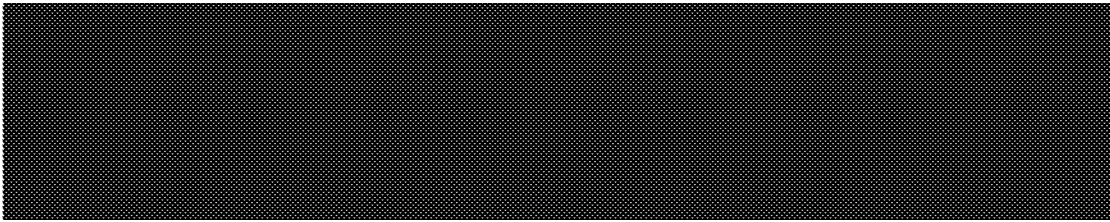
12.2 **(Intellectual Property Rights or IPR):** means all intellectual property rights, including the following rights

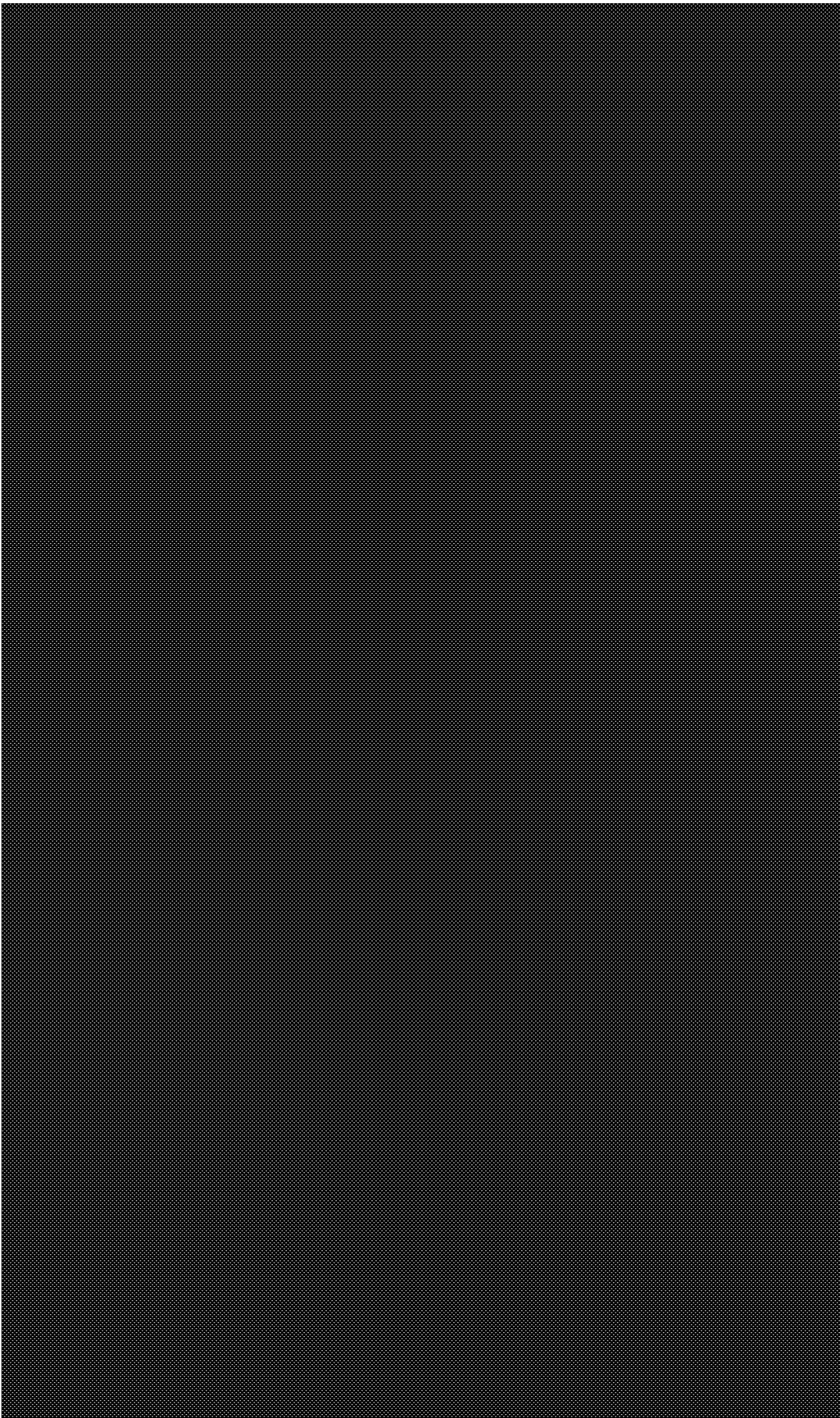
(a) **(Patents):** Patents, copyright, rights in circuit layouts, registered and unregistered designs, trade marks, domain names, business names and any right to have confidential information kept confidential; and

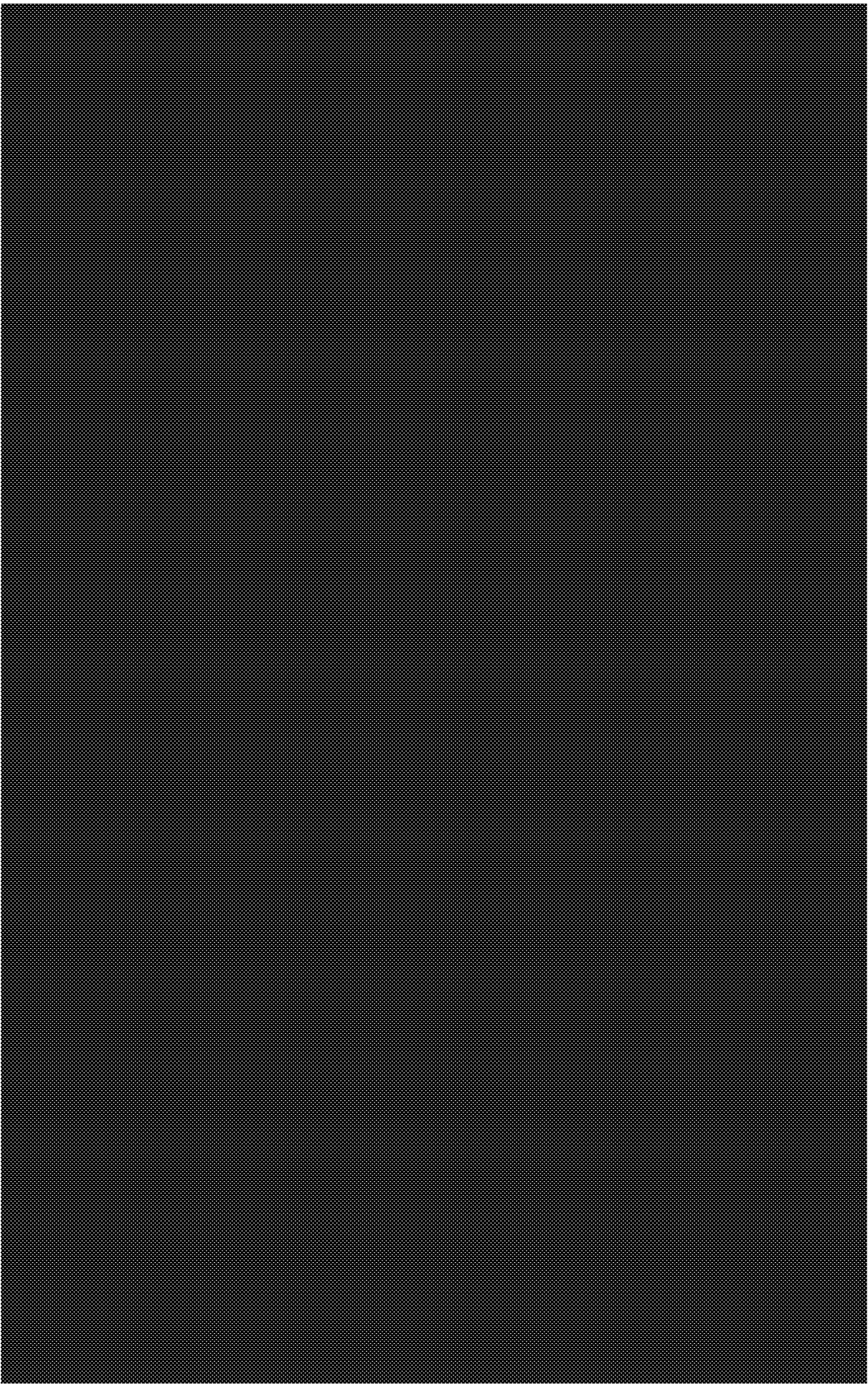
(b) **(Rights):** Any application or right to apply for registration of any of the rights referred to in paragraph (a).

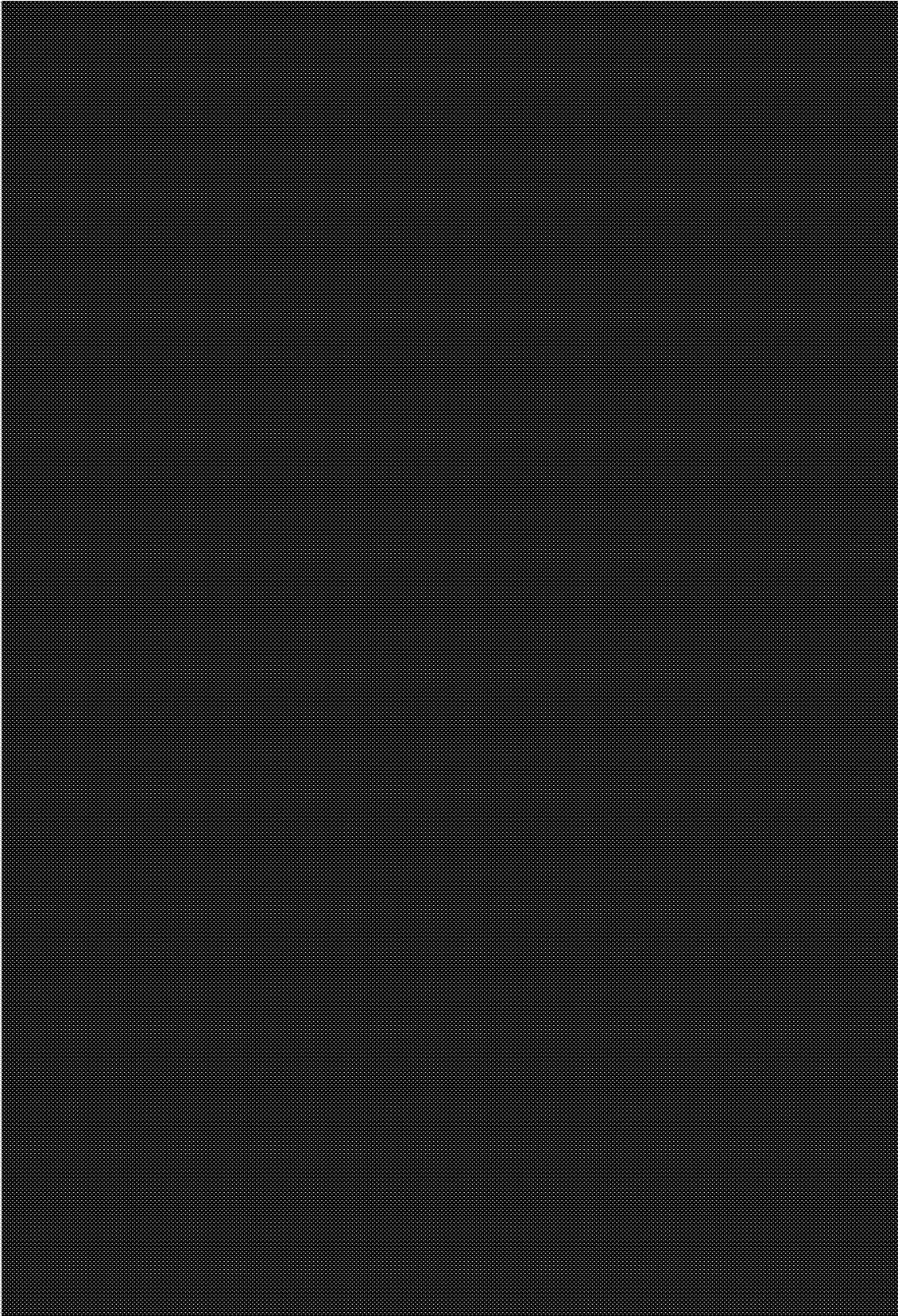
12.3 **(Disclosure):** You must promptly disclose to the Company all IPR or moral rights and moral rights conferred under the *Copyright Act 1968* (Cth) and rights of a similar nature and must co-operate with the Company in registering or otherwise protecting such IPR or moral rights, including signing and doing everything necessary or requested by the Company to confirm, perfect, register or protect the Company's rights in the IPR or moral rights. You hereby agree to irrevocably appoint the Company or its nominees as your attorney if you fail or neglect to do so.

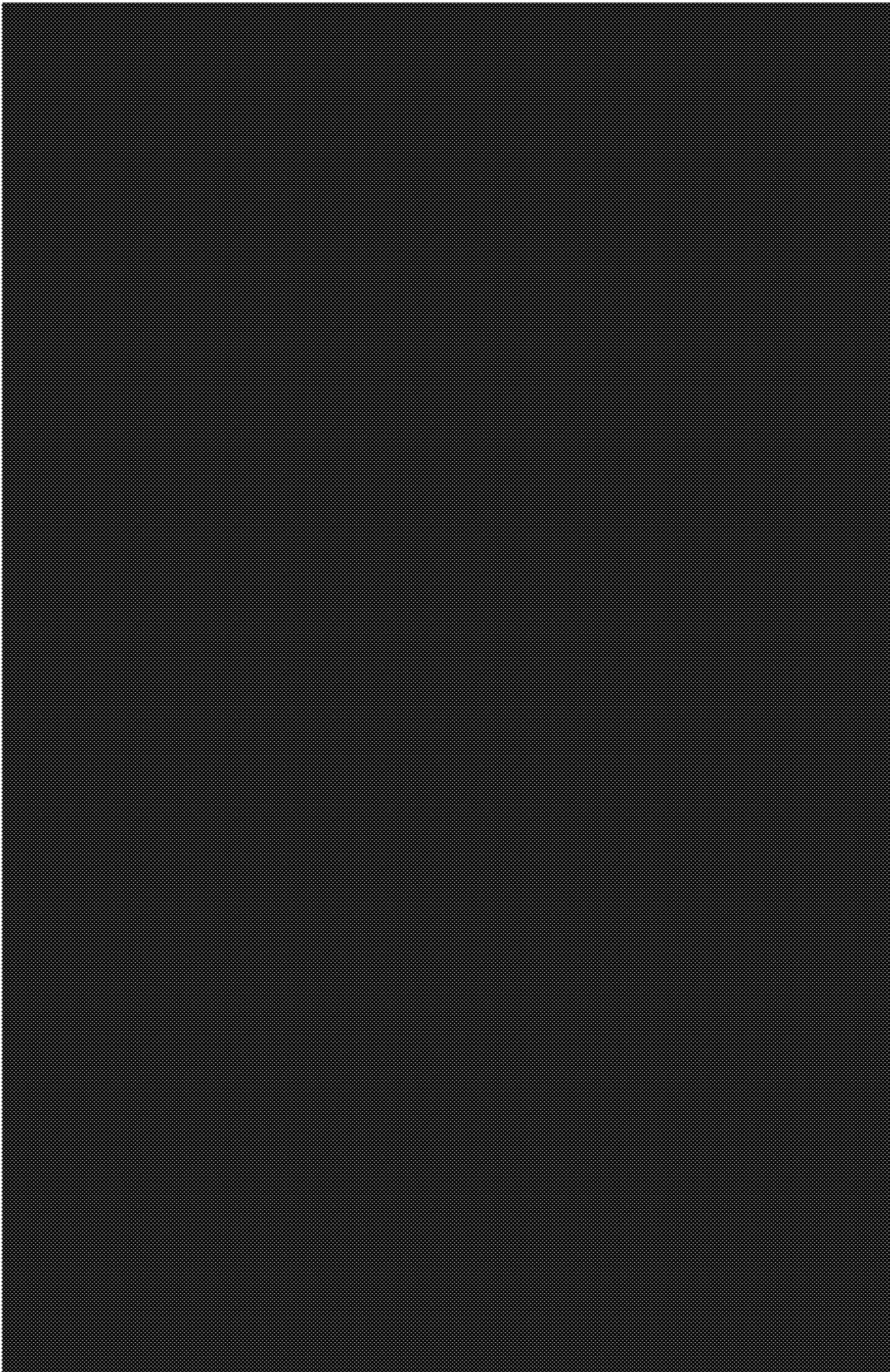
12.4 **(Company waiver of IPR):** The Company may waive its rights to IPR in relation to any particular matter disclosed to it under clause 11.3 and, where it agrees to do so, will enter into a written agreement confirming the extent of the waiver.

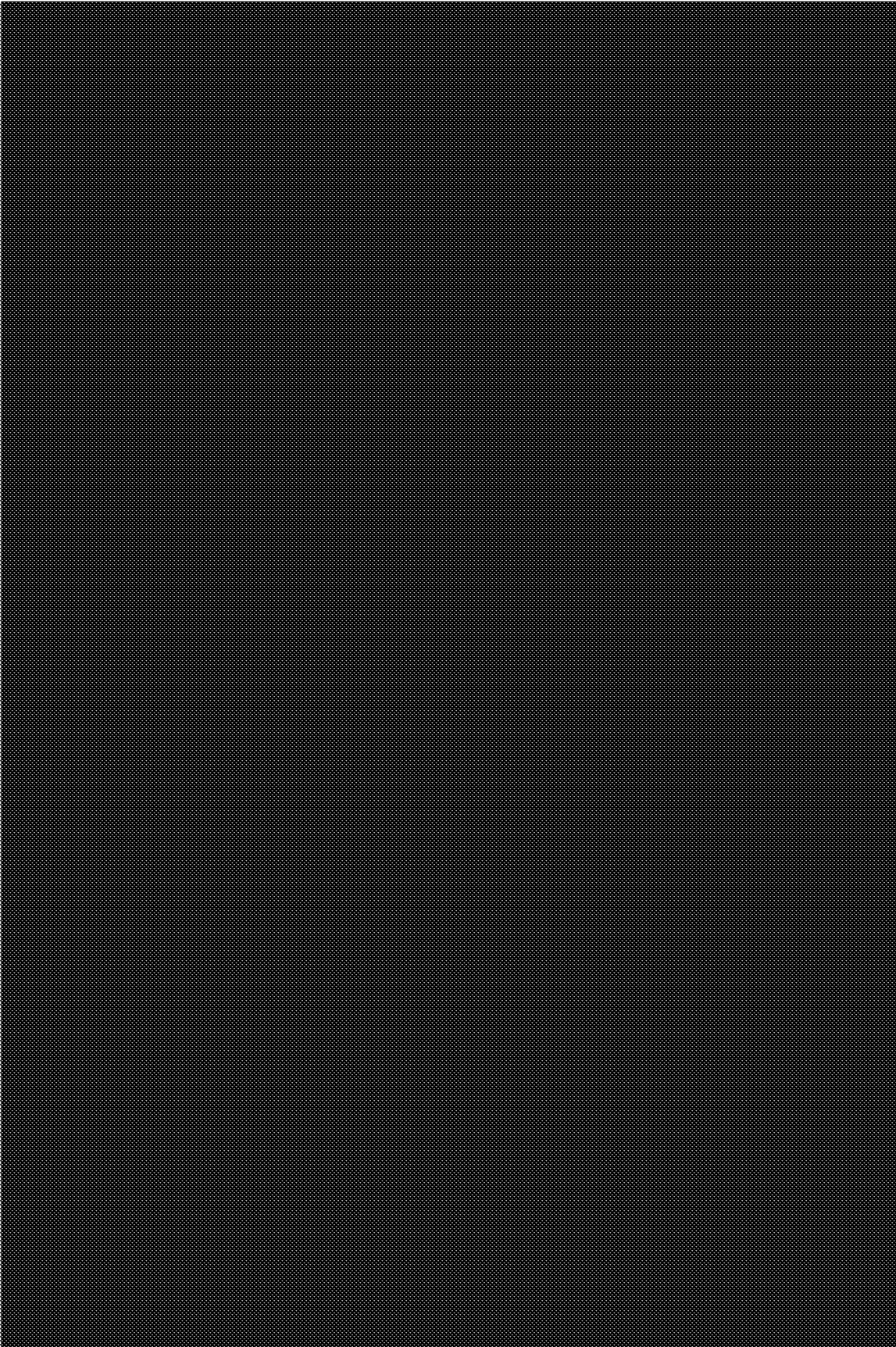












21. **Acceptance**

If you accept the terms and conditions of employment offered, please sign and return the enclosed copy to the Company as soon as possible, and retain a duplicate copy for your records.

David, I would like to take this opportunity to congratulate you on your appointment and look forward to welcoming you to our team.

Yours sincerely

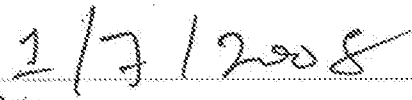


Scott Farquhar
Director
On behalf of
Atlassian Pty Ltd

I hereby confirm that any information about myself outlined in my resume or during interview is true and correct.

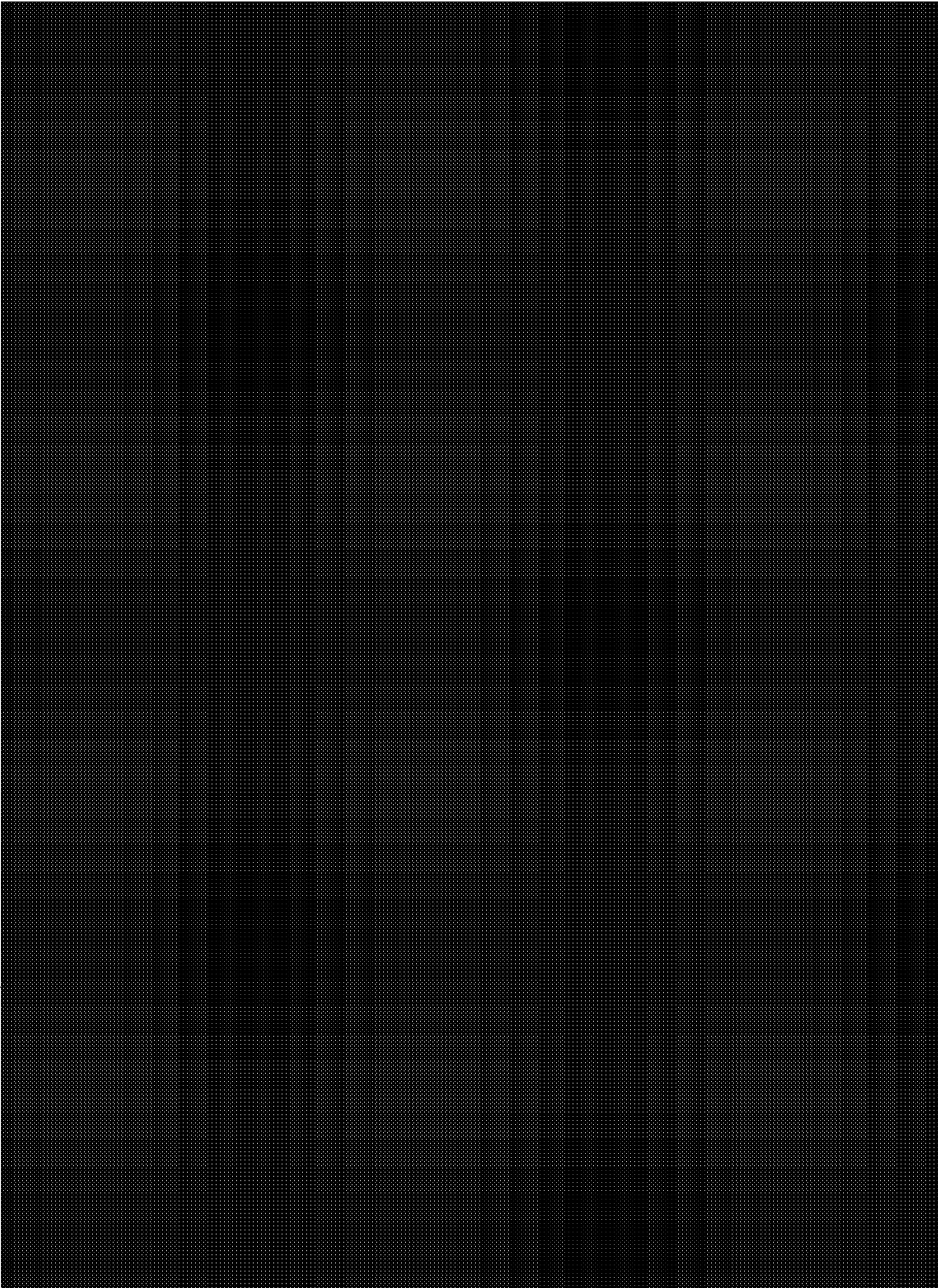
I confirm acceptance of the terms and conditions set out in this letter.

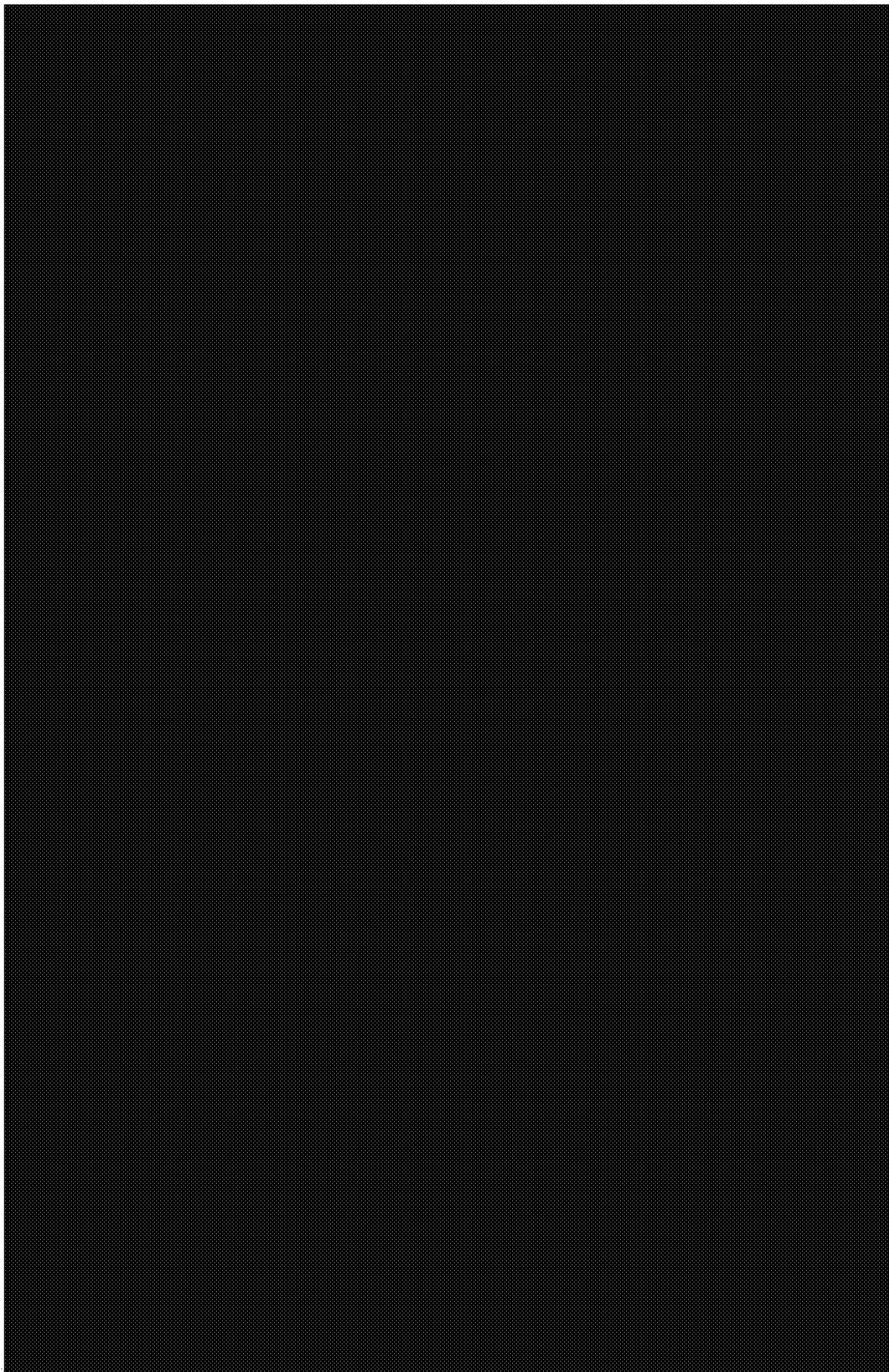

Signed by David Cheney

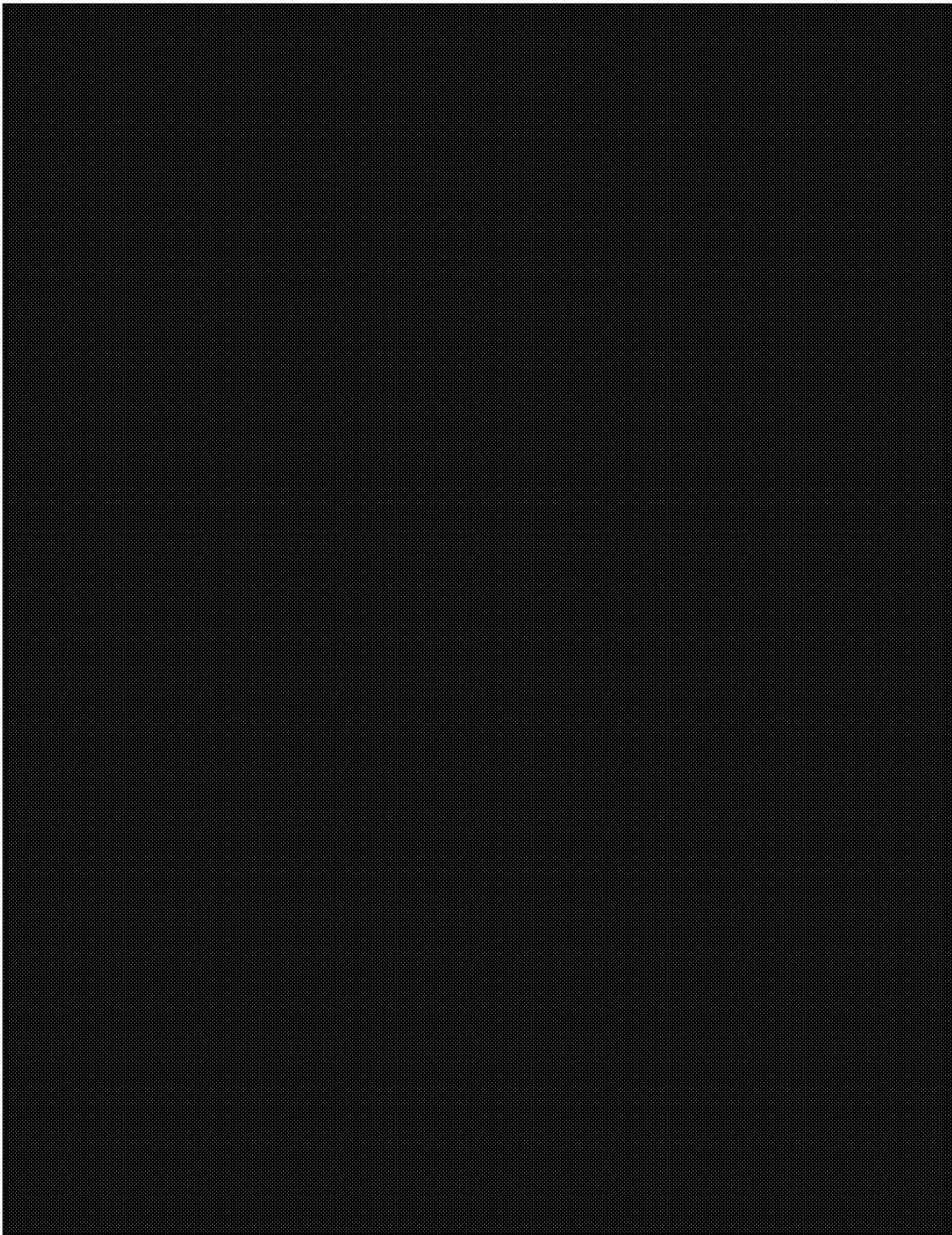

Date

Schedule

Position Description







Schedule

Position Description

