PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT

NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Anand Vishweswaran Avati	01/11/2013
Amar Tumballi Suryanarayan	01/11/2013

RECEIVING PARTY DATA

Name:	Red Hat, Inc.
Street Address:	1801 Varsity Drive
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27606

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13739856

CORRESPONDENCE DATA

Fax Number: 9734222927

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (650) 433-5800
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Address Line 4:   Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	05220.1649 (L1649)

NAME OF SUBMITTER:	Joan O. Arbolante

	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 3
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13739856

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DECLARATION (37 CFR 1.63) AND ASSIGNMENT FOR UTILITY OR DESIGN APPLICATION USING AN APPLICATION DATA SHEET (37 CFR 1.76)

Title of Invention	CREATING A FILE DESCRIPTOR INDEPENDENT OF AN OPEN OPERATION

This declaration and assignment is directed to:

☒ The attached application, or

☐ United States application or PCT international application number _____ filed on _____.

DECLARATION

As a below named inventor, I hereby declare that:

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby sell, assign, and transfer to __Red Hat, Inc._____

a _____corporation_____ of _____Delaware_____ ,

(Type of Assignee: e.g., corporation, company, partnership, university, etc.)

having a principal place of business at _____1801 Varsity Drive, Raleigh, North Carolina 27606___ ,

("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions or improvements that are disclosed in the above identified application and in and to said application (provisional or non-provisional) and all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States

and all foreign countries on any of said inventions or improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said inventions or improvements; and in and to all rights of priority resulting from the filing of said application;

agree that said Assignee may apply for and receive a patent or patents for said inventions or improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said inventions or improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said inventions or improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said inventions or improvements and for vesting title to said inventions or improvements, and all applications for patents and all patents on said inventions or improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

LEGAL NAME OF INVENTOR

Inventor: ANAND VISHWESWARAN AVATI   Date: Jan 11th 2013

Signature:

LEGAL NAME OF INVENTOR

Inventor: AMAR TUMBALLI SURYANARAYAN   Date:

Signature:

Note: An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form.
Use an additional PTO/SB/AIA01 form for each additional inventor.

Docket No.: 05220.1649 (L1649)   2

and all foreign countries on any of said inventions or improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said inventions or improvements; and in and to all rights of priority resulting from the filing of said application;

agree that said Assignee may apply for and receive a patent or patents for said inventions or improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said inventions or improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said inventions or improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said inventions or improvements and for vesting title to said inventions or improvements, and all applications for patents and all patents on said inventions or improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.
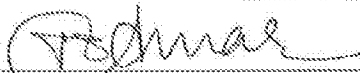

LEGAL NAME OF INVENTOR

Inventor: ANAND VISHWESWARAN AVATI   Date: _____

Signature: _____

LEGAL NAME OF INVENTOR

Inventor: AMAR TUMBALLI SURYANARAYAN   Date: 11th Jan - 2013

Signature: _____

Note: An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form.
Use an additional PTO/SB/AIA01 form for each additional inventor.