

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Michael NELSON	11/13/2012
Jayanth GUMMARAJU	11/13/2012
Kinshuk GOVIL	11/13/2012
Anne HOLLER	11/14/2012
Richard MCDUGALL	03/07/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VMware, Inc.
<b>Street Address:</b>	3401 Hillview Avenue
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94304
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13674180
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	6504274818
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	650-427-3096
<b>Email:</b>	ipadmin@vmware.com, rsmith@pattersonsheridan.com
<b>Correspondent Name:</b>	VMWARE, INC.
<b>Address Line 1:</b>	3401 Hillview Ave.
<b>Address Line 2:</b>	Attention: Daniel Lin
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94304
<b>ATTORNEY DOCKET NUMBER:</b>	A971
<b>NAME OF SUBMITTER:</b>	Rebecca J. Smith

CH \$40.00 13674180

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**PATENT  
 REEL: 029954 FRAME: 0264**

Total Attachments: 5

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## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, an ASSIGNOR named below,

Michael NELSON	of	Alamo, CA
Jayanth GUMMARAJU	of	San Francisco, CA
Kinshuk GOVIL	of	Los Altos, CA
Anne HOLLER	of	Los Altos, CA
Richard MCDOUGALL	of	Menlo Park, CA

hereby sell, assign, transfer and set over to

ASSIGNEE: VMware, Inc., a Delaware corporation, having a principal place of business at 3401 Hillview Avenue, Palo Alto, California 94304, U.S.A. (VMware), its successors, assigns and legal representatives,

my entire right, title and interest throughout the world, including all rights to claim priority, in and to the invention(s) disclosed in:

- U.S. Patent Application executed on or about the date of this Assignment,
- U.S. Patent Application No.: 13/674,180, filed on November 12, 2012 ;
- U.S. Provisional Application No.: \_\_\_\_\_, filed on \_\_\_\_\_;
- International Application No.: PCT/\_\_\_\_\_, filed on \_\_\_\_\_;

and

ENTITLED: COOPERATIVE APPLICATION WORKLOAD SCHEDULING FOR A CONSOLIDATED VIRTUAL ENVIRONMENT

and identified by Attorney Docket Number: A971

and naming inventor(s) as follows:

INVENTOR(S): Michael NELSON,  
Jayanth GUMMARAJU,  
Kinshuk GOVIL,  
Anne HOLLER, and  
Richard MCDOUGALL

including without limitation, my entire right, title and interest in and to any and all United States and foreign applications (including any and all provisional, international, regional and foreign national applications) for said invention(s), including divisionals, continuations, continuations-in-part, renewals, substitutes and extensions thereof, and in and to any and all patents of every country or region that may be granted or have been granted for said invention(s), including any reissues and reexaminations thereof –the foreign applications including, without limitation, all applications for patents, utility models and designs which may hereafter be filed for the invention(s) in any country or countries foreign to the United States, and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which may be granted for the invention(s) in

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any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

I authorize ASSIGNEE to apply for patents of foreign countries for said invention(s); to claim all rights of priority without further authorization from me, which priority rights include rights derived from any United States application (provisional or otherwise) under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and to own in its own name all applications, all patents and inventor's certificates in all countries based on the invention(s).

I agree to execute any and all documents requested by ASSIGNEE, its successors, assigns, legal representatives, or nominees, at their reasonable expense, in connection with filing and prosecution of any and all United States and foreign applications (including international, regional, and foreign national applications), enforcement of all patents, and maintenance of all rights in the invention(s), patents, inventor's certificates and applications for patents or inventor's certificates based on any of the invention(s); and generally to do everything possible to aid ASSIGNEE, its successors, assigns, legal representatives, and nominees, at their request and reasonable expense, in obtaining, enforcing, and maintaining patents and inventor's certificates for said invention(s) in all countries. In particular, I agree to provide to ASSIGNEE, its successors, assigns, legal representatives, or nominees, at their request and at their reasonable expense, all information known to or ascertainable by me and all documents and other materials and objects pertaining to the invention(s) that are in the possession of or accessible to me; and further, at any trial, hearing, deposition or other legal proceeding where I am called as a witness by ASSIGNEE, its successors, assigns, legal representatives, or nominee, I agree to testify to all facts pertaining to the invention(s) for which I am competent to testify.

I hereby covenant that I have full right to convey the entire interest that is being assigned by this Assignment, and that no assignment, sale, license, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment.

I authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue any U.S. Letters Patent or any other patent or property right that may be granted for said invention(s) to ASSIGNEE, its successors or assigns.

Executed on 11/13/12, by Michael Nelson  
Date Michael NELSON

Executed on 13 NOV '12, by Jayanth  
Date Jayanth GUMMARAJU

Executed on \_\_\_\_\_, by \_\_\_\_\_  
Date Kinshuk GOVIL

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any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

I authorize ASSIGNEE to apply for patents of foreign countries for said invention(s); to claim all rights of priority without further authorization from me, which priority rights include rights derived from any United States application (provisional or otherwise) under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and to own in its own name all applications, all patents and inventor's certificates in all countries based on the invention(s).

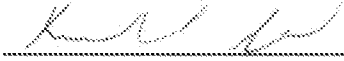
I agree to execute any and all documents requested by ASSIGNEE, its successors, assigns, legal representatives, or nominees, at their reasonable expense, in connection with filing and prosecution of any and all United States and foreign applications (including international, regional, and foreign national applications), enforcement of all patents, and maintenance of all rights in the invention(s), patents, inventor's certificates and applications for patents or inventor's certificates based on any of the invention(s); and generally to do everything possible to aid ASSIGNEE, its successors, assigns, legal representatives, and nominees, at their request and reasonable expense, in obtaining, enforcing, and maintaining patents and inventor's certificates for said invention(s) in all countries. In particular, I agree to provide to ASSIGNEE, its successors, assigns, legal representatives, or nominees, at their request and at their reasonable expense, all information known to or ascertainable by me and all documents and other materials and objects pertaining to the invention(s) that are in the possession of or accessible to me; and further, at any trial, hearing, deposition or other legal proceeding where I am called as a witness by ASSIGNEE, its successors, assigns, legal representatives, or nominee, I agree to testify to all facts pertaining to the invention(s) for which I am competent to testify.

I hereby covenant that I have full right to convey the entire interest that is being assigned by this Assignment, and that no assignment, sale, license, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment.

I authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue any U.S. Letters Patent or any other patent or property right that may be granted for said invention(s) to ASSIGNEE, its successors or assigns.

Executed on \_\_\_\_\_, by \_\_\_\_\_  
Date Michael NELSON

Executed on \_\_\_\_\_, by \_\_\_\_\_  
Date Jayanth GUMMARAJU

Executed on Nov 13, 2012, by   
Date Kinshuk GOVIL

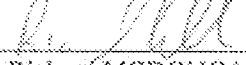
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Executed on November 19, 2012, by *An Holl*  
Date Anne HOLLER

Executed on \_\_\_\_\_, by \_\_\_\_\_  
Date Richard MCDUGALL

ASSIGNMENT

Executed on \_\_\_\_\_ by \_\_\_\_\_  
Date Anne HOLLER

Executed on 3-17-13 by   
Date Richard MCDOUGALL