

PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ocean Of Peace Scientific Co., Ltd.	04/05/2012
RECEIVING PARTY DATA	
Name:	Empire Technology Development LLC
Street Address:	2711 Centerville Road, Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13876558
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Total Attachments: 5 source=AssignmentB#page1.tif source=AssignmentB#page2.tif source=AssignmentB#page3.tif source=AssignmentB#page4.tif source=AssignmentB#page5.tif	

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ASSIGNMENT OF PATENT RIGHTS
专利权转让证明

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

基于等价有偿，兹确认其足数并已收讫，

Ocean Of Peace Scientific Co., Ltd, Room 5819 Floor 5, Shenchang Plaza, No.51 Zhichun Road, Haidian District Beijing 100086, China ("Assignor"),
北京宁静海科技有限公司, 北京市海淀区知春路 51 号慎昌大厦 5 层 5819 室 邮编
100086 ("转让人")

effective as of January 27th, 2012 hereby sells, assigns, transfers, and conveys unto Empire Technology Development LLC, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("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:

自 2012 年 1 月 27 日 起生效，将现在存在而且将来可能存在于以下 (1) 至 (8) 项中任何或所有项目中的所有权利、所有权、以及收益权（统称为该“权利”）出售、转让和转移给地址为 2711 Centerville Road, Suite 400, Wilmington, DE 19808 的 Delaware 有限责任公司 Empire Technology Development LLC（“受让人”）：

1. the inventions disclosed in the solution report/invention disclosure titled Using Customers' Calendars For Workload Predicting In The Cloud Computing and all inventions claimed and/or described in the Application (collectively, the "Invention");

在方案报告/发明披露书中揭示的标题为云计算中使用客户日历进行负荷预测的发明以及以下申请中请求保护以及/或者描述的所有发明（统称为该“发明”）：

2. the patent applications listed in the table below (the "Application");

下表中所列的专利申请（该“申请”）：

<u>Patent Application No.</u> 专利申请号码	<u>Country</u> 国家	<u>Filing Date</u> 申请日	<u>Title</u> 标题
PCT/CN2012/074659	PCT	4-25-2012	WORKLOAD PREDICTION FOR NETWORK-BASED COMPUTING

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");

与该发明有关的所有权利，包括与该发明有关的或者来自任何直接的或间接的分案申请、继续申请、部分继续申请、或其他要求该申请优先权的专利申请的所有美国专利或其他政府授权或颁证（“潜在专利”）；

4. all reissues, reexaminations, extensions, or registrations of the Potential Patents;

该潜在专利的所有再颁、复审、续展、或者注册；

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;

与该发明、该申请、和该潜在专利中任何或所有相关的全部非美国专利、专利申请和对应申请，包括，但不限于，发明证书、实用新型、工业品外观设计保护、外观设计专利保护、以及其他政府授权或颁证（“外国权利”），并包括直接以受让人、其继承人以及再受让人的名义提交外国申请的权利；

6. all rights to claim priority rights deriving from the Application;

要求得自于该申请的优先权的所有权利；

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

与该申请、该发明、该潜在专利、以及该外国权利中任何或所有相关的所有诉由和救济（包括，但不限于，对过去、现在、或将来的对与任何前述相关的权利的侵害、滥用或侵权行为提起诉讼的权利，以及领取归于任何前述项下或由其产生的使用费和其他报酬的权利）；以及

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.

由该申请、该发明、该潜在专利、以及该外国权利产生的、与之关联的或涉及它们的任何和所有其他权利和利益。

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.

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

转让人特此授权并要求受让人的授权代表在得知申请日以及专利申请号码之后将其填入本转让证明上面的表格中。

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.

本转让证明的条款将符合受让人、其继承人、法律代表以及再受让人的利益并将对转让人、其继承人、法律代表以及再受让人具有约束力。

[Signature Page(s) to Follow]
[下面是签名页]

By 签名: 李琦
 Print name 打印名称: Qi LI 李琦
 Title 职务: General Manager
Ocean Of Peace Scientific Co., Ltd
 Organisation 单位: 北京宁静海科技有限公司

ATTESTATION 证词

Each of the undersigned witnessed the signature of Qi LI to this document and makes the following statements:

每位下面签署人见证了李琦签署此文件，特作以下陈述：

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.
我年满 18 周岁，若被要求，有能力对本证词的事实予以证实。
2. Qi LI is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on April, 5, 2012, to execute this document.
李琦本人，为我所知（或有充分证据向我证明其身份），并于 2012 年 4 月 5 日 在我面前签署此文件。
3. Qi LI subscribed to this document (on behalf of Ocean Of Peace Scientific Co., Ltd).
李琦同意本文件（仅代表北京宁静海科技有限公司）。

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.

根据美利坚合众国法律有关伪证处罚以及本文件可能面临的任何其他司法管辖区的处罚法的规定，本人声明上述信息是真实的，正确的。

By 签名: 李琦 李琦
 Print name 打印名称: _____

By 签名: 宫普
 Print name 打印名称: _____

ACCEPTANCE BY ASSIGNEE

受让人接受书

In connection with an assignment in any jurisdiction in which an acceptance by ASSIGNEE is required, I hereby accept this assignment on behalf of Empire Technology Development LLC. 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 (check all that apply):

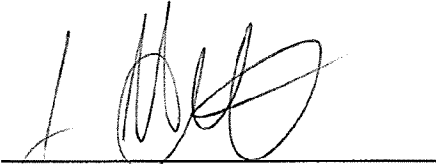
在任何要求受让人为转让提供接受书的司法管辖区，我兹代表 Empire Technology Development LLC 接受本转让。根据美利坚合众国法律有关伪证处罚和本文件可能面临的任何其他司法管辖区的法律处罚，我声明（请选择所有适用选项），

I am an officer of the above-identified ASSIGNEE,
我是上面确认的受让人的官员，

I have signed this document on behalf of ASSIGNEE with the full authority of its board of directors,
我接受受让人董事会的全权委托，代表受让人签署本文件，

and that all the foregoing is true and correct.

上述文件真实无误。

Dated 日期: 19 Apr 2012 By 签名人: 
Name 姓名: Jerome HEWLETT
Title 职务: Authorized person