

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VMware, Inc.	04/08/2013
RECEIVING PARTY DATA	
Name:	LANDesk Software, Inc.
Street Address:	698 West 10000 South, Suite 500
City:	South Jordan
State/Country:	UTAH
Postal Code:	84095
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13771753
Application Number:	13592975
Patent Number:	8412797
Application Number:	13854286
CORRESPONDENCE DATA	
Fax Number:	3128622200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Renee Prescan
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Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	12075-11 RMP
NAME OF SUBMITTER:	Renee M. Prescan

Signature:	/Renee M. Prescan/
Date:	05/21/2013
<b>Total Attachments: 5</b> source=Project Shasta - Patent Assignment Agreement (EXECUTED)_(25746653_1)#page1.tif source=Project Shasta - Patent Assignment Agreement (EXECUTED)_(25746653_1)#page2.tif source=Project Shasta - Patent Assignment Agreement (EXECUTED)_(25746653_1)#page3.tif source=Project Shasta - Patent Assignment Agreement (EXECUTED)_(25746653_1)#page4.tif source=Project Shasta - Patent Assignment Agreement (EXECUTED)_(25746653_1)#page5.tif	

**EXECUTION VERSION**

**PATENT ASSIGNMENT AGREEMENT**

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement") is made and entered into on April 8, 2013 by and between VMware, Inc., a Delaware corporation ("Assignor"), and LANDesk Software, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith by and between Assignor, Assignee and VMware Bermuda Limited ("Purchase Agreement"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the patent applications listed in Schedule I; any and all issued patents, continuations, divisional, renewals, extensions, continuations-in-part, reexaminations, reissue applications, foreign counterparts or any other patent or application that claims priority to any of the foregoing or to the patent applications listed in Schedule I; and any invention disclosed or claimed in any of the foregoing ("**Properties**"); and

WHEREAS, Assignee is desirous of obtaining the entire right, title and interest in, to the Properties.

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under the Properties, including all rights to recover damages for any and all past, current or future infringement, and the right to file applications and make claims of priority to the Properties under the patent laws of the United States, the International Convention for the Protection of Industrial Property, and any other international agreement or convention or the domestic laws of any country in which such application is filed. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States (including any Official empowered or authorized by international agreement or convention to issue patents pursuant to such agreement or convention), whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said Properties to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.

This Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

**EXECUTION VERSION**

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

*[Signature pages follow]*

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of Assignor warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.

ASSIGNOR:

VMWARE, INC.

Date: April 5

By: [Signature]  
Name: Craig Dorn  
Title: VP of Patent Strategy

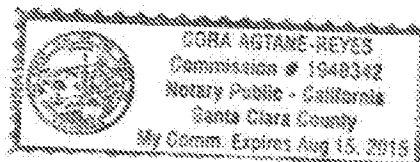
State of California )  
County of San Jose ) SS.:

On April 5, 2013, before me, Sofia Agustine Reyes, personally appeared Craig Dorn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]



ASSIGNEE:

LANDESK SOFTWARE, INC.

Date: April 8, 2013

By:   
Name: Mark McBride  
Title: Chief Financial Officer

**SCHEDULE I**  
**U.S. PATENTS AND PATENT APPLICATIONS**

<b>Title</b>	<b>App. No. and Date</b>	<b>Issue No. and Date</b>	<b>Record Owner</b>	<b>Jurisdiction</b>
Predicting Whether a Party Will Purchase a Product	13/771,753 2/20/2013	N/A	VMware, Inc.	US
Providing an Information Technology Management Prescription	13/592,975 8/23/2012	N/A	VMware, Inc.	US
Platform for Development and Deployment of System Administration Solutions	12/870,322 8/27/2012	8,412,797 4/2/2013	VMware, Inc.	US
Platform for Development and Deployment of System Administration Solutions*	13/854,286 4/1/2013	N/A	VMware, Inc.	US