

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Monish DARDA	09/22/2010
RECEIVING PARTY DATA	
Name:	BMC Software, Inc.
Street Address:	2101 CityWest Blvd.
City:	Houston
State/Country:	TEXAS
Postal Code:	77042
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12893301
CORRESPONDENCE DATA	
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Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	0081-188001
NAME OF SUBMITTER:	Joseph F. Key
Signature:	/Joseph F. Key, Reg. No. 44827/
Date:	08/27/2013
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

OP \$40.00 12893301

ELECTRONICALLY FILED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Title : Intelligent and Elastic Resource Pools for Heterogeneous Datacenter Environments
Inventors : Suhas A. Kelkar, Karanbir Gujral and Monish Darda
Docket # : 09-058-US (149-0245US) Customer # : 29855

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which is hereby acknowledged, the undersigned do hereby:

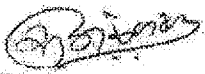
SELL, ASSIGN AND TRANSFER to BMC SOFTWARE, Inc., (the "Assignee"), a corporation of Texas having a place of business at 2101 CityWest Blvd. Houston, Texas 77042, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent identified above, such application and all divisional, continuing, continuation-in-part, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

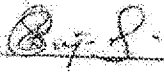
AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

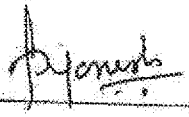
WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, continuation-in-part, substitute, renewal, reissue and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and for vesting title to such improvements in the Assignee;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

Executed on 29th SEP 2010 by 
Date Suhas A. Kelkar

Executed on 29th SEP 2010 by 
Date Karanbir Gujral

Executed on 22 SEP 2010 by 
Date Morish Darda