

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ping Yang</td> <td>09/30/2013</td> </tr> <tr> <td>Kartik Gopalan</td> <td>09/30/2013</td> </tr> </tbody> </table>		Name	Execution Date	Ping Yang	09/30/2013	Kartik Gopalan	09/30/2013				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>The Research Foundation of State University of New York</td> </tr> <tr> <td>Street Address:</td> <td>P.O. Box 6000</td> </tr> <tr> <td>City:</td> <td>Binghamton</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>13902-6000</td> </tr> </table>		Name:	The Research Foundation of State University of New York	Street Address:	P.O. Box 6000	City:	Binghamton	State/Country:	NEW YORK	Postal Code:	13902-6000
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CORRESPONDENCE DATA											
<p>Fax Number: 2123820888 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2123820700 Email: shoffberg@ostrolenk.com Correspondent Name: Ostrolenk Faber LLP Address Line 1: 1180 Avenue of the Americas Address Line 4: New York, NEW YORK 10036</p>											
ATTORNEY DOCKET NUMBER:	SUNY 365.1-P/5739-160										
NAME OF SUBMITTER:	Steven M. Hoffberg										
Signature:	/Steven M. Hoffberg/										
Date:	09/30/2013										

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

Total Attachments: 4

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ASSIGNMENT

FOR THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED,

I/We: PING YANG, 1425 Campus Drive, Vestal, NY 13850, and

KARTIK GOPALAN, 1425 Campus Drive, Vestal, NY 13850,

(hereinafter "Assignors") hereby sell, assign, and transfer, and agree in the future to sell, assign, and transfer, unto The Research Foundation of State University of New York, (hereinafter "Assignee"), located at P.O. Box 6000, Binghamton, New York 13902-6000, its successors, assigns and designees,

the entire right, title, and interest in and to, and any right I now have or have ever had or will have in our application for Letters Patent of the United States and to any information disclosed in or referenced by Binghamton University Technology Disclosure RB-365.1, entitled:

SYSTEM AND METHOD FOR SECURITY AND PRIVACY AWARE VIRTUAL MACHINE CHECKPOINTING

Filed _____, Application Serial Number _____

and acknowledge the ownership by Assignee of such right by virtue of The Patents and Inventions Policy of the State University of New York, 8 NYCRR Title J, § 335.28, and our entire right, title, and interest in and to all our Technology Disclosure and inventions, whether joint or sole, disclosed in said Application for Letters Patent, to any inventions made in conjunction with the work described in the Technology Disclosure, and/or disclosure of the Application for Letters Patent, or made using the facilities of the State University of New York or Assignee, any copyright with respect to any disclosure and in the Technology Disclosure (to the extent permitted under 8 NYCRR Title J, § 335.29 Copyright Policy), and our entire right, title, and interest in and to all provisional patent applications, regular utility applications, design patent applications, divisional or continuation applications, continuation-in-part applications, reissue patent applications, or applications for reexamination that may be filed for or relating to any United States Letters Patent for any of said inventions or relating to the Technology Disclosure, and any patent or patent application inside or outside the United States claiming direct or indirect benefit of priority of this application or any other application assigned herein, and in and to all patents or other enforceable intellectual property rights that may be granted on or from the foregoing applications, and the sole right to claim benefit of priority from any of the foregoing in the United States or in foreign countries, and all right title and interest in any patent which may issue respecting such priority claim (hereinafter "The Assigned Rights").

I/We agree that Assignee shall have the authority and power to prosecute any such applications in its own name, and to transfer or delegate any such rights without further consent from us,

I/We hereby agree, whenever requested, to communicate to said assignee, its successors and assigns, any facts known to us respecting said inventions or applications, to cooperate fully in obtaining and enforcing any such patents, and to execute all applications or papers necessary to obtain and maintain proper patent protection on said inventions.

I/We grant to Assignee and its agents a Power of Attorney to insert on this Document any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

I/We hereby warrant and represent that Assignors have the right to transfer the entire right, title and interest in the foregoing to Assignee free of encumbrances, and do hereby transfer that right, title and interest to Assignee, and otherwise waive any rights I/We may have as inventors, including any economic rights (except that amount provided as an Inventor's Share of under 8 NYCRR Title J, § 335.28(c) Patents and Inventions Policy) and any reversionary rights, in any jurisdiction, to the extent permitted by law. I/We hereby terminate any prior assignment or other grant of rights in any of the foregoing that may currently exist.

I/We also transfer any and all right to sue, in Assignee's own name, for infringement of any patents which result from any such patent applications, and to collect damages, fees, and expenses, for any such infringement, past, present, or future, without any reporting or accounting to me/us.

I/We hereby request the Director of the United States Patent Office to issue said Letters Patent of the United States to Assignee, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

I/We also hereby grant to Assignee, its successors, assigns and designees, a Power of Attorney with respect to the Assigned Rights, including but not limited to the Application for Letters Patent and all of the foregoing patent applications and patents relating to or arising out of that application, including without limitation all such United States and Foreign patent applications, and agree to execute all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, upon reasonable request.

To the extent that I/We retain, or may in the future obtain, any right or interest in the application, I hereby appoint customer no. **90150 OSTROLENK FABER, LLP**, 1180 Avenue Of The Americas, New York, NY, 10036-8403 [(212) 596-0500], and the members of the firm, Samuel H. Weiner - Reg. No. 18,510; Robert C. Faber - Reg. No. 24,322; Max Moskowitz - Reg. No. 30,576; James A. Finder - Reg. No. 30,173; William O. Gray, III - Reg. No. 30,944; Louis C. Dujmich - Reg. No. 30,625, Douglas A. Miro - Reg. No. 31,643, Kourosh Salehi - Reg. No. 43,898, and Steven M. Hoffberg - Reg. No. 33,511 as attorneys with full power of substitution and revocation to prosecute this

application, to transact all business in the Patent & Trademark Office connected therewith and to receive all correspondence.

The validity, construction, and performance of this Assignment are governed by the laws of the state of New York, and any disputes not seeking equitable relief shall be resolved solely by courts within its borders, and I/we agree to consent to the jurisdiction of such Courts.

As a below named inventor, I hereby declare that the above-identified application was made or authorized to be made by me. I/We hereby authorize Assignee to make the application on my/our behalf. I believe I am the original inventor or an original joint inventor of a claimed invention in the application. I/We 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.

I/We hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(f), or 365(b) of any domestic or foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

Application No: _____ Country: _____ Filing Date: _____

FIRST INVENTOR
ADDRESS

Ping Yang
1425 Campus Drive
Vestal, NY 13850

9/30/2013
DATE

Ping Yang
PING YANG

Subscribed and sworn to before me
this 30th day of Sept., 2013.

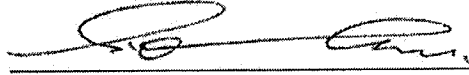
Laura J. Holmes
Notary Public

LAURA J HOLMES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6242749
Qualified in Broome County
My Commission Expires June 06, 2015

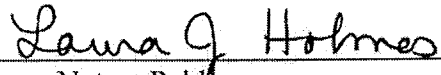
SECOND INVENTOR
ADDRESS

Kartik Gopalan
1425 Campus Drive
Vestal, NY 13850

9/30/2013
DATE


KARTIK GOPALAN

Subscribed and sworn to before me
this 30th day of Sept, 2013.


Notary Public

LAURA J HOLMES
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6242749
Qualified in Broome County
My Commission Expires June 06, 2016