

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2578646

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>SEAN ANDREW SUCHTER</td> <td>10/14/2013</td> </tr> <tr> <td>CHARLES C. CARSON, JR.</td> <td>10/11/2013</td> </tr> <tr> <td>KIMOON KIM</td> <td>10/11/2013</td> </tr> <tr> <td>CHOONGSOON CHANG</td> <td>10/11/2013</td> </tr> <tr> <td>SCOTT ALEXANDER BANACHOWSKI</td> <td>10/11/2013</td> </tr> <tr> <td>JUDITH A. HAY</td> <td>10/12/2013</td> </tr> </tbody> </table>		Name	Execution Date	SEAN ANDREW SUCHTER	10/14/2013	CHARLES C. CARSON, JR.	10/11/2013	KIMOON KIM	10/11/2013	CHOONGSOON CHANG	10/11/2013	SCOTT ALEXANDER BANACHOWSKI	10/11/2013	JUDITH A. HAY	10/12/2013
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<table border="1"> <tr> <td>Name:</td> <td>PEPPERDATA, INC.</td> </tr> <tr> <td>Street Address:</td> <td>111 W. EVELYN AVENUE</td> </tr> <tr> <td>City:</td> <td>SUNNYVALE</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94086</td> </tr> </table>		Name:	PEPPERDATA, INC.	Street Address:	111 W. EVELYN AVENUE	City:	SUNNYVALE	State/Country:	CALIFORNIA	Postal Code:	94086				
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Application Number:	14053044														
CORRESPONDENCE DATA															
Fax Number:	(949)760-9502														
Phone:	9497600404														
Email:	EFILING@KNOBBE.COM														
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>															
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP														
Address Line 1:	2040 MAIN STREET														
Address Line 2:	FOURTEENTH FLOOR														
Address Line 4:	IRVINE, CALIFORNIA 92614														
ATTORNEY DOCKET NUMBER:	PEPPR.002A														

OP \$40.00 14053044

NAME OF SUBMITTER:	THOMAS YEE
Signature:	/thomas yee/
Date:	10/15/2013
<p>Total Attachments: 8 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif</p>	

**ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the October 14, 2013 and is by **Sean Andrew Suchter**, a U.S. citizen residing at 13254 East Sunset Drive, Los Altos Hills, California 94022, **Charles C. Carson, Jr.**, a U.S. citizen residing at 23647 Black Oak Way, Cupertino, California 95014, **Kimoon Kim**, a South Korea citizen residing at 18856 Arata Way, Cupertino, California 95014, **Choongsoon Chang**, a South Korea citizen residing at 80 Roosevelt Circle, Palo Alto, California 94306, **Scott Alexander Banachowski**, a U.S. citizen residing at 458 Burgoyne St., Mountain View, California 94043, and **Judith A. Hay**, a U.S. citizen residing at St. Alban-Rheinweg 180, 4052 Basel, Switzerland ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled SYSTEMS, METHODS, AND DEVICES FOR DYNAMIC RESOURCE MONITORING AND ALLOCATION IN A CLUSTER SYSTEM and filed in the United States Patent and Trademark Office, on October 14, 2013 as Application No. 14/053,044 ("Application") (ASSIGNOR hereby authorizes ASSIGNEE's counsel to supply the foregoing information when available);

WHEREAS, PEPPERDATA, INC., a Delaware corporation, having offices at 111 W. Evelyn Avenue, Sunnyvale, California 94086 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

D. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

*(The remainder of this page is intentionally left blank. The signature page(s) follows.)*

Application No.: 14/053,044  
Filing Date: October 14, 2013

ASSIGNMENT AGREEMENT  
Client Code: PEPPR.002A  
Page 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 14<sup>th</sup> day of October, 2013.

  
SEAN ANDREW SUCHTER

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_ before me, \_\_\_\_\_,

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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.

\_\_\_\_\_  
Notary Signature

[SEAL]

Application No.: 14/053,044  
Filing Date: October 14, 2013

ASSIGNMENT AGREEMENT  
Client Code: PEPPR.002A  
Page 4

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of October, 2013.

  
\_\_\_\_\_  
CHARLES C. CARSON, JR.

STATE OF                    )  
                                  ) ss.  
COUNTY OF                )

On \_\_\_\_\_ before me, \_\_\_\_\_,

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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.

\_\_\_\_\_  
Notary Signature

[SEAL]

Application No.: 14/053,044  
Filing Date: October 14, 2013

ASSIGNMENT AGREEMENT  
Client Code: PEPPR.002A  
Page 5

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of  
October, 2013.



KIMOON KIM

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_ before me, \_\_\_\_\_

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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.

\_\_\_\_\_  
Notary Signature

[SEAL]

Application No.: 14/053,044  
Filing Date: October 13, 2013

ASSIGNMENT AGREEMENT  
Client Code: PEPPR.002A  
Page 6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of October, 2013.

  
CHOONGSOON CHANG

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_ before me, \_\_\_\_\_,

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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.

\_\_\_\_\_  
Notary Signature

[SEAL]



Application No.: 14/053,044  
Filing Date: October 14, 2013

ASSIGNMENT AGREEMENT  
Client Code: PEPPR.002A  
Page 7

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of October, 2013.

  
SCOTT ALEXANDER BANACHOWSKI

STATE OF                    }  
                                  } ss.  
COUNTY OF                }

On \_\_\_\_\_ before me, \_\_\_\_\_.

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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.

\_\_\_\_\_  
Notary Signature

[SEAL]

Application No.: 14/053,044  
Filing Date: October 14, 2013

ASSIGNMENT AGREEMENT  
Client Code: PEPPR.002A  
Page 8

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 12<sup>th</sup> day of October, 2013.

Judith A Hay  
JUDITH A. HAY

On 12 October 2013 before me, John D. Foster, personally appeared JUDITH A. HAY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

M. D. Foster  
Witness Signature  
12 October 2013  
Date  
Basel, Switzerland  
City, Country

16445089