

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2892365

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BHARAT A. KHUTI	05/02/2013
SASHA JOVICIC	05/14/2013
STEVEN GEFFIN	05/14/2013
RECEIVING PARTY DATA	
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State/Country:	ALABAMA
Postal Code:	35805
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14364252
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ATTORNEY DOCKET NUMBER:	6499A-000148-US-NPB
NAME OF SUBMITTER:	DEVORAH LERNER
SIGNATURE:	/devorahlerner/
DATE SIGNED:	06/10/2014
Total Attachments: 4	
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source=Assignment_with_Serial_Number#page4.tif	

PATENT

ASSIGNMENT

WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

SYSTEM AND METHOD FOR MONITORING AND MANAGING DATA CENTER RESOURCES IN
REAL TIME INCORPORATING MANAGEABILITY SUBSYSTEM

for which Assignor is about to make or has made United States or International application for patent

- (a) ☐ executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b) ☐ executed on , _____, _____; or
- (c) ☒ filed on December 12, 2012, and assigned U.S. Serial No. or PCT International Application No. PCT/US2012/069146; and filed on December 12, 2011, and assigned U.S. Provisional Application No. 61/569,583; and

WHEREAS, Avocent Huntsville Corp., hereinafter referred to as Assignee, is desirous of acquiring all right, title, and interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor hereby confirms any prior assignment to Assignee, and to the extent that Assignor has not already done so, agrees to assign, and hereby does, sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the inventions as described in the aforesaid application, to the aforesaid application itself, and all divisions, continuations, continuations-in-part, or other applications claiming priority directly or indirectly from the aforesaid application, and any United States or foreign Letters Patent, utility model, or other similar rights which may be granted thereon, including reissues, reexaminations and extensions thereof, and all copyright rights throughout the world in the aforesaid application and the subject matter disclosed therein, these rights, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Letters Patent, utility model, or other similar rights, are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to sue for, and recover for past infringements of, or liabilities for, any of the rights relating to any of the applications, patents, utility models, or other similar rights, resulting therefrom, and the copyright rights.

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights, and for copyright, in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, any derivation proceedings relating thereto, and as to Letters Patent any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth.

Assignor hereby covenants that no assignment, sale, license, agreement or encumbrance has been or will be entered into which would conflict with this Assignment.

Assignor hereby requests the United States Patent and Trademark Office to issue the Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue the Letters Patent, Utility Model Registration or other similar right to Assignee.

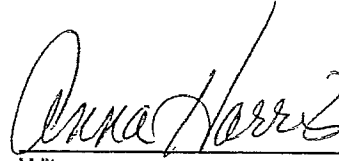
The undersigned hereby grant(s) the law firm of Harness, Dickey & Pierce, P.L.C. the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.



Bharat A. KHUTI

5.2.2013

Dated



Witness

Witness

Sasha JOVICIC

Witness

Dated

Witness

Steven GEFFIN

Witness

Dated

Witness

17670387.1

ASSIGNMENT

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Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights, and for copyright, in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, any derivation proceedings relating thereto, and as to Letters Patent any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth.

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Bharat A. KHUTI

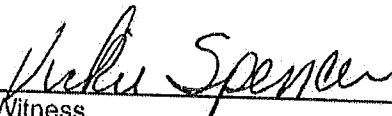
Witness

Dated

Witness



Sasha JOVICIC



Witness

5/19/2013

Dated

Witness



Steven GEFFIN



Witness

5/14/13

Dated

Witness

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