## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3202009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ANDREW GRIMM	01/27/2015
MICHAEL MCGRATH	01/21/2015
KENNETH WOODSON	01/27/2015

### **RECEIVING PARTY DATA**

Name:	RED HAT, INC.
Street Address:	100 EAST DAVIE STREET
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27601

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14607478

### CORRESPONDENCE DATA

Fax Number: (973)597-2400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9735972500

Email: aessick@lowenstein.com

PATENT DOCKET ADMINISTRATOR **Correspondent Name:** 

Address Line 1: **65 LIVINGSTON AVE** 

Address Line 2: LOWENSTEIN SANDLER LLP Address Line 4: ROSELAND, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER: 05220.1874 (L1874)	
NAME OF SUBMITTER:	ASHLEY R. ESSICK
SIGNATURE: /Ashley R. Essick/	
DATE SIGNED:	01/28/2015

#### **Total Attachments: 4**

source=Declaration#page1.tif source=Declaration#page2.tif source=Declaration#page3.tif

source=Declaration#page4.tif

# DECLARATION (37 CFR 1.63) AND ASSIGNMENT FOR UTILITY OR DESIGN APPLICATION USING AN APPLICATION DATA SHEET (37 CFR 1.76)

Title of Invention	Automated Container Migration in a Platform-as-a-Service System
This declaration and assignmen is directed to:	United States application or PCT international application number
DECLARAT	TION
As a below	named inventor, I hereby declare that:
The above	-identified application was made or authorized to be made by me.
I believe th	at I am the original inventor or an original joint inventor of a claimed invention in the application.
	knowledge that any willful false statement made in this declaration is punishable under 18 of the by fine or imprisonment of not more than five (5) years, or both.
ASSIGNM	ENT
For good a	nd valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the
undersigne	d, hereby sell, assign, and transfer to <u>Red Hat, Inc.</u>
à	corporation of Delaware .
(Type of Assign	tee: e.g., corporation, company, partnership, university, etc.)
having a pr	incipal place of business at 100 East Davie Street, Raleigh, North Carolina 27601.
the United disclosed in and all providivisional a applications	"), and its successors, assigns, and legal representatives, the entire right, title, and interest for States and all foreign countries, in and to any and all inventions or improvements that are in the above identified application and in and to said application (provisional or non-provisional) visional applications, non-provisional applications, utility applications, design applications, pplications, continuation applications, continued prosecution applications, continuation-in-part is, substitute applications, renewal applications, reissue applications, reexaminations, and all other patent applications that have been or shall be filed in the United States

Atty. Docket No. 05220.1874 (L1874)

and all foreign countries on any of said inventions or improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said inventions or improvements; and in and to all rights of priority resulting from the filing of said application;

agree that said Assignee may apply for and receive a patent or patents for said inventions or improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continuation applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said inventions or improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said inventions or improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said inventions or improvements and for vesting title to said inventions or improvements, and all applications for patents and all patents on said inventions or improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Inventor: Andrew Grimm Signature: Cardon Drimm	Date: 1/27/15	
LEGAL NAME OF INVENTOR Inventor: Michael McGrath Signature:	Date:	
LEGAL NAME OF INVENTOR  Inventor: Kenneth Woodson Date:  Signature:		
Note: An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form.  Use an additional PTO/SB/AIA01 form for each additional inventor.		

Atty. Docket No. 05220.1874 (L1874)

2

and all foreign countries on any of said inventions or improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said inventions or improvements; and in and to all rights of priority resulting from the filing of said application;

agree that said Assignee may apply for and receive a patent or patents for said inventions or improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said inventions or improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said inventions or improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said inventions or improvements and for vesting title to said inventions or improvements, and all applications for patents and all patents on said inventions or improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

LEGAL NA	ME OF INVENTOR	
Inventor:	Andrew Grimm	Date:
Signature:		
LEGAL NA	ME OF INVENTOR	
Inventor:	Michael McGrath	Date: 1/21/2015
Signature:	Meh M brot	
LEGAL NA	ME OF INVENTOR	
Inventor:	Kenneth Woodson	Date:
Signature:		
Note: An applic	ation data sheet (PTO/SB/14 or equivalent), including nar onal PTO/SB/AIA01 form for each additional inventor.	ning the entire inventive entity, must accompany this form.

Atty. Docket No. 05220.1874 (L1874)

2

and all foreign countries on any of said inventions or improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said inventions or improvements; and in and to all rights of priority resulting from the filing of said application;

agree that said Assignee may apply for and receive a patent or patents for said inventions or improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all provisional applications, non-provisional applications, utility applications, design applications, divisional applications, continuation applications, renewal applications, reissue applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said inventions or improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said inventions or improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said inventions or improvements and for vesting title to said inventions or improvements, and all applications for patents and all patents on said inventions or improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

LEGAL NAME OF INVENTOR	
Inventor: Andrew Grimm	Date:
Signature:	
LEGAL NAME OF INVENTOR	
Inventor: Michael McGrath	Date:
Signature:	
LEGAL NAME OF INVENTOR	
Inventor: Kenneth Woodson	Date: 1/27/15
Signature: . X M /	,
Note: An application data sheet (PTO/SB/14 or equivalent), including na	aming the entire inventive entity, must accompany this form.

PATENT REEL: 034833 FRAME: 0724

RECORDED: 01/28/2015

Use an additional PTO/SB/AIA01 form for each additional inventor.