

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3506811

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PAUL C. SPICER	08/27/2015
STEVEN DEGRANGE	08/25/2015
HEMANTH RAMA	08/25/2015
SRIDHAR GANGAVARAPU	08/27/2015
ROBERT PERINI	08/31/2015
EDWARD WILLIAMS	08/28/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BMC SOFTWARE, INC.
<b>Street Address:</b>	2101 CITYWEST BLVD.
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77042
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14840708
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)332-8352
<i>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.</i>	
<b>Phone:</b>	202-470-6457
<b>Email:</b>	alison@brakehughes.com
<b>Correspondent Name:</b>	BRAKE HUGHES BELLERMANN LLP C/O CPA GLOB
<b>Address Line 1:</b>	P.O. BOX 52050
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	0081-342001/15-011-US
<b>NAME OF SUBMITTER:</b>	MELANIE GROVER
<b>SIGNATURE:</b>	/Melanie Grover; Reg. No. 63599/
<b>DATE SIGNED:</b>	08/31/2015
<b>Total Attachments: 7</b>	

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## ASSIGNMENT

WHEREAS, We, Paul C. SPICER, residing in Torrance, CA, Steven DEGRANGE, residing in Saratoga, CA, Hemanth RAMA, residing in Fremont, CA, Sridhar GANGAVARAPU, residing in Fremont, CA, Robert PERINI, residing in Ashburn, VA, and Edward WILLIAMS, residing in North Las Vegas, NV, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States entitled COST OPTIMIZATION IN DYNAMIC WORKLOAD CAPPING;

WHEREAS, We hereby authorize and request our attorneys at Brake Hughes Bellermann LLP, to insert here in parentheses (Ser. No. 14/840,708 ; Filing Date: August 31, 2015 ) the filing date and application number of said application when known.

AND WHEREAS, BMC Software, Inc. a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at 2101 CityWest Blvd., Houston, TX 77042 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefore;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted there from, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted there from; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Paul C. SPICER

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Steven DEGRANGE

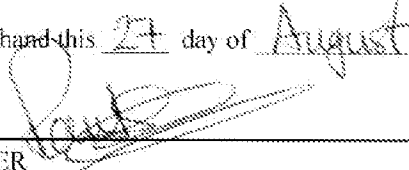
IN TESTIMONY WHEREOF, I have hereunto set my hand this 9<sup>th</sup> day of August, 2015.

  
\_\_\_\_\_  
Heranth RAMA

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27 day of August, 2015.

  
\_\_\_\_\_  
Paul C. SPICER

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Steven DEGRANGE

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Hemanth RAMA

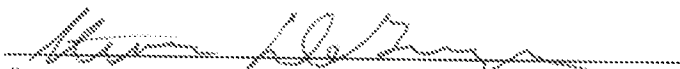
AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Paul C. SPICER

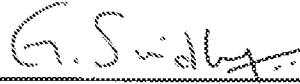
IN TESTIMONY WHEREOF, I have hereunto set my hand this 25 day of August, 2015.

  
Steven DEGRANGE

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Hemant RAMA

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27 day of August, 2015.



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Sridhar GANGAVARAPU

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Robert PERINI

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Edward WILLIAMS

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Sridhar GANGAVARAPU

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31 day of August, 2015.

  
\_\_\_\_\_  
Robert PERINI

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Edward WILLIAMS




IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Sridhar GANGAVARAPU

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Robert PERINI

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28 day of August, 2015.

  
\_\_\_\_\_  
Edward WILLIAMS