# 503550718 11/02/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3597345

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ERIK HELLEREN	11/02/2015

#### **RECEIVING PARTY DATA**

Name:	CHICAGO MERCANTILE EXCHANGE INC.
Street Address:	20 SOUTH WACKER DRIVE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

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

Property Type	Number
Application Number:	14930165

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 312-291-0860

**Email:** docket-us@lsk-iplaw.com

Correspondent Name: LEMPIA SUMMERFIELD KATZ LLC/CME

Address Line 1: ONE NORTH LASALLE STREET

Address Line 2: SUITE 2900

Address Line 4: CHICAGO, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	4672-15013AUS
NAME OF SUBMITTER:	JAMES L. KATZ
SIGNATURE:	/James L. Katz/
DATE SIGNED:	11/02/2015

**Total Attachments: 2** 

source=Assignment#page1.tif source=Assignment#page2.tif

PATENT 503550718 REEL: 036938 FRAME: 0722

## **ASSIGNMENT**

WHEREAS, Erik Helleren, hereinafter called the "Assignor", has made the invention described in the United States patent application entitled CLUSTERED FAULT TOLERANCE SYSTEMS AND METHODS USING LOAD-BASED FAILOVER, executed by Assignor on the same date as, or on a date prior to, this Assignment;

WHEREAS, CHICAGO MERCANTILE EXCHANGE INC., a corporation organized and existing under the laws of the State of Illinois, having a place of business at 20 South Wacker Drive, Chicago, IL 60606, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents issuing therefrom in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the

PATENT REEL: 036938 FRAME: 0723 prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assigner will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:	11-2-15	W MM
		Erik Helleren
STATE OF II	linois	) ) ss.
COUNTY OF	Cook	j.
l,	JANET P. HABIN	A, a Notary Public in and for the tereby certify that Erik Helleren, personally known to me
to be the same	person whose na day in person and	me is subscribed to the foregoing instrument, appeared a acknowledged that (s)he signed, sealed and delivered
the said instru set forth.	ment as his/her fr	ee and voluntary act for the uses and purposes therein
IN WIT day of	NESS WHEREOF	, I have hereunto set my hand and Notarial Seal, this, 2015.
<b>,</b>		Sout & Halin
		Notary Public
My Commissi	on Expires:	1/26/2019
2 S. F. J. 1888		<b>~</b>
	OFFICIAL SEAL ANET P HABINA	
	ublic - State of Illinois sion Expires Sep 26, 2017	

-2-