# PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                | Execution Date |
|---------------------|----------------|
| IVAN OMAR PARRA     | 12/01/2015     |
| DOUGLAS H. WILLIAMS | 12/01/2015     |

## **RECEIVING PARTY DATA**

| Name:             | NETSUITE INC.     |  |
|-------------------|-------------------|--|
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| State/Country:    | CALIFORNIA        |  |
| Postal Code:      | 94403             |  |

## **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 14928876 |

## **CORRESPONDENCE DATA**

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| ATTORNEY DOCKET NUMBER: | 126680.0153     |
|-------------------------|-----------------|
| NAME OF SUBMITTER:      | ALAN D. MINSK   |
| SIGNATURE:              | /Alan D. Minsk/ |
| DATE SIGNED:            | 12/04/2015      |

**Total Attachments: 2** 

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PATENT 503596788 REEL: 037210 FRAME: 0739

#### ASSIGNMENT

(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility provisional patent application entitled "Fault Tolerance for Complex Distributed Computing Operations," which was filed with the U.S. Patent & Trademark Office on January 13, 2012 and assigned serial no. 61/586,472, and was subsequently filed as a utility non-provisional patent application entitled "Fault Tolerance for Complex Distributed Computing Operations," on January 10, 2013 and assigned serial number 13/738,857, which was subsequently filed as a continuation non-provisional patent application entitled "Fault Tolerance for Complex Distributed Computing Operations" on July 21, 2015 and assigned serial number 14/805,219, which was subsequently filed as a continuation non-provisional patent application entitled "Fault Tolerance for Complex Distributed Computing Operations" on October 30, 2015 and assigned serial number 14/928,876.

For good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

- 1. Agree to sell, assign, transfer, and convey, and hereby do sell, assign, transfer, and convey, to NetSuite Inc., a corporation of the State of Delaware having a principal place of business at 2955 Campus Drive, Suite 100, San Mateo, CA 94403 ("Assignee"), the entire right, title, and interest in and to:
  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
  - (b) the above-referenced patent application, any application based in whole or in part upon the above-referenced patent application, including, without limitation, any application that is a provisional, non-provisional, design, divisional, continuation, continuation-in-part, reissue, reexamination, or non-U.S. patent application based in whole or in part on the above-referenced patent application, and the right to claim priority to the above-referenced patent application; and
  - (c) any patent (including, without limitation, any U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, continuations, continuations-in-part, divisionals, reissues and reexaminations) that is granted or issued upon, or that claims priority to, any and all applications under (b) of this paragraph or that discloses or claims intellectual property under (a) of this paragraph, in whole or in part.

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# ASSIGNMENT Page 2 of 2

- 2. Authorize and request the Commissioner of Patents or any other agency, U.S. or non-U.S., to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents under paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths, and petitions, and, at the Assignee's expense, perform any acts that are necessary in connection with prosecution of patent application(s) or intellectual property under paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
- 5. Warrant and represent that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our signatures.

1) Signature:

Ivan Omar Parra

2) Signature

Douglas H. Williams

Date: / Z/

PATENT REEL: 037210 FRAME: 0741

**RECORDED: 12/04/2015**