

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3949608

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VMWARE, INC.	04/15/2013
RECEIVING PARTY DATA		
Name:	GOPIVOTAL, INC.	
Street Address:	1900 S. NORFOLK STREET	
City:	SAN MATEO	
State/Country:	CALIFORNIA	
Postal Code:	94403	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14268430
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<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>		
Phone:	(202) 626-7751	
Email:	APSI@fr.com, penano@fr.com	
Correspondent Name:	MATTHEW P. MOSTELLER	
Address Line 1:	FISH & RICHARDSON P.C.	
Address Line 2:	P.O.BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	38727-0067002	
NAME OF SUBMITTER:	EDWARD L. PENANO	
SIGNATURE:	/EDWARD L. PENANO/	
DATE SIGNED:	07/06/2016	
Total Attachments: 7		
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ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS

THIS ASSIGNMENT ("**IP Assignment**") is made effective as of April 1, 2013 (the "**Effective Date**"), by and among (a) GoPivotal, Inc. a corporation organized and existing under the laws of Delaware (the "**Company**"), and (b) VMware, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Assignor**"). Each of the foregoing is referred to as a "**Party**" and together as the "**Parties**". Certain capitalized terms used but not defined in this Agreement have the meanings set forth in the IP Agreement (as defined below).

WHEREAS, the Company and Assignor, or their respective affiliates, are parties to that certain Contribution Agreement dated as of April 1, 2013 (the "**Contribution Agreement**") and that certain Intellectual Property Agreement dated as of April 1, 2013 (the "**IP Agreement**"), and pursuant to the terms and conditions of the IP Agreement, the Parties are entering into this IP Assignment;

WHEREAS, the Assignor owned certain patents and patent applications which are listed on attached Schedule 1 ("**Assigned Patents**"), certain registrations and applications of trademarks and service marks which are listed on attached Schedule 2 ("**Assigned Trademarks**"), certain Internet domain name registrations which are listed on attached Schedule 3 ("**Assigned Domain Names**"), and certain copyright registrations which are listed on attached Schedule 4 ("**Assigned Copyrights**" and together with the Assigned Patents, Assigned Trademarks and Assigned Domain Names, the "**Assigned IP**");

WHEREAS, under the IP Agreement, the Assigned IP was transferred by Assignor to the Company;

WHEREAS, in accordance with and subject to the terms and conditions of this Agreement, (a) Assignor desires to memorialize the assignment to the Company of the Assigned IP under the IP Agreement, and (b) the Company desires to receive such confirmation of assignment of the Assigned IP;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this IP Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the applicable Assignor hereby assigns to the Company, all of its right, title and interest in and to each item of Assigned IP owned by such Assignor, including such goodwill associated therewith, in each case solely to the extent set forth in the IP Agreement.

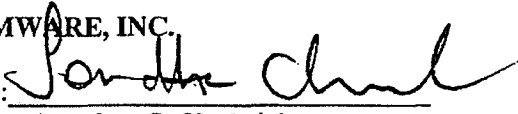
The applicable Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, the applicable empowered official of the United States Copyright Office, and the empowered officials of any other applicable offices and governments, and the applicable domain name registrars, to issue or transfer each item of Assigned IP owned by such Assignor to the Company, as assignee thereof.

The Company and Assignor hereby acknowledge and agree that this IP Assignment is being entered into solely to effect the transactions contemplated in, and is subject in all respects to, the IP Agreement and Contribution Agreement, and this IP Assignment does not and shall not limit, expand or otherwise alter any right, obligation or liability under the IP Agreement or Contribution Agreement. To the extent of any conflict between the terms and conditions of this IP Assignment and those of the IP Agreement or Contribution Agreement, the terms and conditions of the IP Agreement or Contribution Agreement, as applicable, shall control.

[Signature Page Follows]

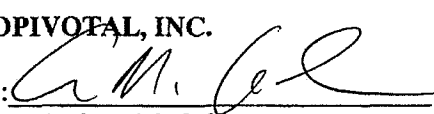
IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 15th day of April, 2013.

VMWARE, INC.

By: 
Jonathan C. Chadwick

Title: Chief Financial Officer
and Executive Vice President

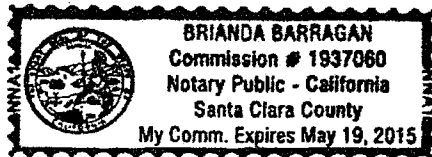
GOPIVOTAL, INC.


By: 
Andrew M. Cohen

Title: Vice President
and General Counsel

STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA CLARA)

Subscribed and sworn to (or affirmed) before me on this 15th day of April, 2013 by Jonathan C. Chadwick, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Signature: 
Notary Public

SCHEDULE 1**US Issued Patents**

Title	App. No. and Date	Issue No. and Date
Shared Queues In Shared Object	10/690,689 10/21/2003	7,543,301 6/2/2009
Shared Listeners in Shared Object Space	10/690,793 10/21/2003	7,689,986 5/30/2010
Data Replication Method	11/982,563 11/2/2007	8,005,787 8/23/2011
Data Replication Method	13/079,933 4/5/2011	8,180,729 5/15/2012
Object Monitoring System in Shared Object Space	11/982,541 11/2/2007	8,201,187 6/12/2012
Object Synchronization in Shared Object Space	11/982,564 11/2/2007	8,171,491 5/1/2012
Multi-query Optimization	11/280,827 11/15/2005	7,966,315 6/21/2011
Distributed Data Management System	11/431,500 6/9/2006	7,941,401 5/10/2011
Computer System and a Method of Deploying an Application in a Computer System	12/400,866 3/10/2009	8,359,590 1/22/2013
Method And Apparatus For Automatically Generating Source Code Files In A File Storage Unit	12/721,790 3/11/2010	8,402,428 3/19/2013

US Pending Patent Applications

Title	App. No.	Filing Date
Time Series Data Mapping into a Key-Value Database	13/277,054	10/19/2011
Marking and Obscuring Sensitive Values in Traces	13/352,753	1/18/2012
Flexible and Run-time-modifiable Inclusion of Functionality in Computer Code	13/652,351	10/15/2012
Method and System that Filters Byte-code Instrumentation at the Instrumentation Level	13/828,801	3/14/2013
Object Synchronization in Shared Object Space	13/435,633	3/30/2012
Preventing Pauses in Algorithms Requiring Pre-image Information concerning Modifications During Data Replication	12/319,647	1/9/2009
Multi-query Optimization	13/110,981	5/19/2011
Distributed Data Management System	13/083,664	4/11/2011
Optimized Event Routing in Distributed Data Management	12/799,900	5/3/2010
Big-Fast Data Connector between In-memory Database System and Data Warehouse System	13/756,272	1/31/2013
Computer System and a Method of Deploying an Application in a Computer System	12/400,885	3/10/2009
Computer System and Method for Configuring an Application Program in a Computer System	12/609,297	10/30/2009
Computer System and Method for Resolving Dependencies in a Computer System	12/608,062	10/29/2009
Computer Device and Method of Providing Configuration Files in a Computer Device	13/671,256	11/7/2012
Documentation Generation for Web APIs Based on Byte Code Analysis	13/563,674	7/31/2012

Non-US Issued Patents







Title	App. No. and Date	Issue No. and Date	Jurisdiction
A Computer System and a Method of Deploying an Application in a Computer System	0807865.1 4/30/2008	GB2459681B 4/25/2012	UK
A Computer System and a Method of Deploying an Application in a Computer System	0807867.7 4/30/2008	GB2459682B 4/25/2012	UK
Computer System and Method for Configuring an Application Program in a Computer System	0821773.9 11/28/2008	GB2465784B 6/11/2012	UK
Computer System and Method for Resolving Dependencies in a Computer System	0821774.7 11/28/2008	GB2465785B 7/4/2012	UK

Non-US Pending Patent Applications

Title	App. No.	Filing Date	Jurisdiction
A Computer System and a Method of Deploying an Application in a Computer System	09158384.9	4/21/2009	EP
Method and Apparatus for Automatically Generating Source Code Files in a File Storage Unit	10161200.0	4/27/2010	EP

SCHEDULE 2

US Trademark Registrations and Applications

Mark	U.S. App. No.	U.S. Registration No.	International Class
CLOUD FOUNDRY	85/526,799		9
CLOUD FOUNDRY	85/526,787		42
 CLOUD FOUNDRY	85/527,752		42
 CLOUD FOUNDRY	85/527,749		9
GEMFIRE	76/412,199	2,825,973	9
GemFire Real-Time Events	78/773,703	3,366,891	9
GemFire Enterprise	78/773,702	3,374,064	9
 spring source	77/409,029	3,575,128	9
 spring source	77/409,061	3,553,173	16
 spring source	77/409,094	3,553,174	41
 spring source	77/409,125	3,553,176	42
SPRINGSOURCE	77/328,592	3,589,808	9
SPRINGSOURCE	77/328,606	3,504,147	16
SPRINGSOURCE	77/328,613	3,504,148	41
SPRINGSOURCE	77/328,624	3,504,149	42

SCHEDULE 3

Domain Names

Domain Name	Domain Name	Domain Name	Domain Name
clouddatafoundry.com	cloudfoundryworld.com	springsource.eu	cloudfoundry.es
cloudfounder.com	ecloudfoundry.com	springsource.fr	cloudfoundry.fr
cloudfounder.net	microcloudfoundry.com	springsource.info	cloudfoundry.in
cloudfounder.org	mycloudfoundry.com	springsource.org	cloudfoundry.it
cloudfoundry.com	newcloudfoundry.com	springsourcetech.com	cloudfoundry.kr.com
cloudfoundry.net	procloudfoundry.com	springsourcetechology.com	cloudfoundry.net
cloudfoundry.org	spring-integration.com	springucks.com	cloudfoundry.org.uk
cloudfounder.com	spring-integration.org	springtech.ag	cloudfoundry.ph
cloudfounder.net	spring-source.ca	springtech.com	cloudfoundry.pl
cloudfounder.org	springcommunity.org	springtech.org	cloudfoundry.ru.com
cloudfoundry.at	springcommunity.org	springtechnology.ag	cloudfoundry.se
cloudfoundry.be	springforce.com	springtechnology.biz	cloudfoundry.se.com
cloudfoundry.biz	springframework.biz	springtechnology.cn	cloudfoundry.si
cloudfoundry.ch	springframework.com	springtechnology.co.uk	cloudfoundry.tw
cloudfoundry.cn	springframework.info	springtechnology.com	cloudfoundryapps.com
cloudfoundry.co	springframework.net	springtechnology.de	cloudfoundrycode.com
cloudfoundry.co.il	springframework.org	springtechnology.info	cloudfoundrycode.info
cloudfoundry.com.cn	springframework.us	springtechnology.net	cloudfoundrycode.mobi
cloudfoundry.com.ro	springintegration.com	springtechnology.org	cloudfoundrycode.net
cloudfoundry.cz	springintegration.org	springtechnology.us	cloudfoundrycode.org
cloudfoundry.de	springmiddleware.com	thespringexperience.com	cloudfoundrycodebeta.com
cloudfoundry.gr	springmiddleware.info	tomcatexpert.com	cloudfoundrynetwork.com
cloudfoundry.hk	springmiddleware.net	tomcatexperts.com	cloudfoundrynetwork.net
cloudfoundry.ie	springmiddleware.org	wwwcloudfoundry.com	cloudfoundrynetwork.org
cloudfoundry.info	springone.com	wwwcloudfoundry.com	cloudfoundryopen.com
cloudfoundry.jp	springplatform.com	cfoundryapp.com	cloudfoundryopen2012.com
cloudfoundry.mobi	springplatform.org	cloud-foundry.com	cloudfoundryopentour.com
cloudfoundry.nl	springprojects.org	cloudfoundry.br.com	cloudfoundrypad.com
cloudfoundry.ro	springssauce.com	cloudfoundry.ca	foundrymarketplace.com
cloudfoundry.ru	springsecurity.org	cloudfoundry.co.hu	foundrypad.com
cloudfoundry.us	springsource.ca	cloudfoundry.com.br	foundryweb.com
cloudfoundryonline.com	springsource.co.uk	cloudfoundry.com.mx	
cloudfoundrys.com	springsource.com	cloudfoundry.com.ru	
cloudfoundrystore.com	springsource.de	cloudfoundry.de.com	

SCHEDULE 4

Copyright Registrations

NONE