## 504058691 10/20/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4105357

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
HUAMIN CHEN	10/14/2016
JAY VYAS	10/14/2016

#### **RECEIVING PARTY DATA**

Name:	RED HAT, INC.
Street Address:	100 EAST DAVIE STREET, 18TH FLOOR
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27601

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15297871

#### **CORRESPONDENCE DATA**

**Fax Number:** (312)827-8285

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:** 3123721121

**Email:** chicago.patents@klgates.com

Correspondent Name: NOLAN R. HUBBARD

Address Line 1: P.O. BOX 1135

Address Line 4: CHICAGO, ILLINOIS 60690

ATTORNEY DOCKET NUMBER:	0816028.00138/20161170	
NAME OF SUBMITTER:	NOLAN R. HUBBARD	
SIGNATURE:	/Nolan R. Hubbard/	
DATE SIGNED:	10/20/2016	

## **Total Attachments: 4**

source=0816028-00138\_assignment#page1.tif source=0816028-00138\_assignment#page2.tif source=0816028-00138\_assignment#page3.tif source=0816028-00138\_assignment#page4.tif

PATENT 504058691 REEL: 040073 FRAME: 0292

#### ASSIGNMENT

WHEREAS, the undersigned, to wit: Huamin Chen and Jay Vyas (hereinafter "ASSIGNORS"), are the lawful owners of an invention entitled **Dynamically Adjusting**Resources to Meet Service Level Objectives;

AND WHEREAS, <u>Red Hat, Inc.</u> (hereinafter "ASSIGNEE"), a corporation duly organized and existing under the laws of <u>Delaware</u> and having its principal office and place of business at <u>100 East Davie Street</u>, <u>18th Floor</u>, <u>Raleigh</u>, <u>NC</u>, <u>27601</u>, desires to acquire the entire right, title, and interest therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said ASSIGNORS hereby sell, assign, and transfer to ASSIGNEE and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions or improvements that are disclosed in the above identified application and in and to said application (provisional or non-provisional) and 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 that have been or shall be filed in the United States 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;

ASSIGNORS hereby 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 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

ASSIGNORS furthermore 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.

ASSIGNORS hereby authorize insertion of the Serial Number and filing date of this application in the following space: Serial No. 15/297,871 , Filing Date October 19, 2016 .

Signature

Name: Huamin Chen

Address: c/o Red Hat, Inc.

100 East Davie Street 18th Fl.

Raleigh, NC 27601

Date Signed

10/14/2016

Signature

Name: Jay Vyas

10/14/2016

Date Signed

Address: c/o Red Hat, Inc.

100 East Davie Street 18th Fl. Raleigh, NC 27601