

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VMWARE, INC.	10/11/2013
RECEIVING PARTY DATA	
Name:	EMC CORPORATION
Street Address:	176 SOUTH STREET
City:	HOPKINTON
State/Country:	MASSACHUSETTS
Postal Code:	01748
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14518646
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ATTORNEY DOCKET NUMBER:	EMC-13-0639(PRO)ORD1
NAME OF SUBMITTER:	ROBERT KEVIN PERKINS
SIGNATURE:	/Robert Kevin Perkins/
DATE SIGNED:	11/01/2016
Total Attachments: 3	
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PATENT APPLICATION LICENSE AND ASSIGNMENT

THIS PATENT APPLICATION LICENSE AND ASSIGNMENT ("Agreement") is made and entered into as of this 11th day of October 2013, ("Effective Date"), by and between VMware, Inc., a Delaware company having a place of business at 3401 Hillview Avenue, Palo Alto, CA 94304 ("Assignor"), and EMC Corporation, a Massachusetts company having a place of business at 176 South Street, Hopkinton, MA 01748 ("Assignee").

WHEREAS, Assignor is a co-owner of that certain provisional patent application entitled "Method and System for Cloud Services Business Management," having a docket number EMC-13-0639PRO under the docket system of EMC Corporation ("EMC") and naming Harel Kodesh, Illian Gilderman and Hainderpal Hanspal as co-inventors (the "Provisional Patent Application");

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign its entire right, title and interest in and to the Provisional Patent Application; and

WHEREAS, Assignor wishes to retain and Assignee wishes to grant a non-exclusive license right to the Provisional Patent Application upon such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions set forth herein and any current encumbrances on the Provisional Patent Application, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Provisional Patent Application, for the United States and for all foreign countries, including any utility applications, continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment (collectively, the "Patent Rights"), and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Provisional Patent Application, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Notwithstanding the foregoing, Assignee hereby grants to Assignor and Assignor retains for itself and its subsidiaries a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, no-charge rights under the Patent Rights: (a) to use, operate, make, have made, reproduce, create derivative works, sell, offer for sale, import, and distribute any and all inventions covered by the Patent Rights; (b) to publicly perform, publicly display, broadcast, transmit, distribute, license, rent, lease and lend copies and derivative works of any and all embodiments of any and all inventions covered by the Patent Rights; and (c) to sublicense to third parties the foregoing rights, including the right to further sublicense to additional third parties. All rights and licenses granted to Assignor by Assignee under this Agreement are, for purposes of Section 365(n) of Title 11 of the United States Bankruptcy Code ("Code"), licenses to rights in "intellectual

property" as defined in the Code. The parties agree that Assignor shall retain and may fully exercise all of its rights under the Code

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Provisional Patent Application, including any utility applications, continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 11th day of October, 2013.

VMware, Inc. (Assignor)

By: Matthew E. Marquis

Name: Matthew E. Marquis

Title: VP of IP

EMC Corporation (Assignee)

By: Krish Gupta

Name: KRISH GUPTA

Title: SVP & Deputy General Counsel