## 504171863 01/10/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4218541

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
RICHARD T HENDERSON	01/09/2017
FRANK CH EIGLER	12/01/2016

### **RECEIVING PARTY DATA**

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

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15402777

#### **CORRESPONDENCE DATA**

**Fax Number:** (877)812-1249

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: 919-238-2300 Email: rmoye@wt-ip.com

Correspondent Name: RED HAT, INC AND WITHROW & TERRANOVA, PL

Address Line 1: 106 PINEDALE SPRINGS WAY
Address Line 4: CARY, NORTH CAROLINA 27511

ATTORNEY DOCKET NUMBER:	1145-032
NAME OF SUBMITTER:	RODDY MOYE
SIGNATURE:	/Roddy Moye/
DATE SIGNED:	01/10/2017

### **Total Attachments: 6**

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PATENT REEL: 040936 FRAME: 0779

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PATENT REEL: 040936 FRAME: 0780

ASSIGNMENT

This Assignment made by us, **Richard T. Henderson**, employed by Red Hat, Inc. having a principle place of business at 100 East Davie Street, City of Raleigh, State of North Carolina; and **Frank Ch. Eigler**, employed by Red Hat, Inc. having a principle place of business at 100 East Davie Street, City of Raleigh, State of North Carolina, hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in PROVIDING DYNAMIC INSTRUMENTATION USING DOMAIN-SPECIFIC MONITORING-LANGUAGE-TO-KERNEL-BYTECODE COMPILATION, for which we are about to make application for Letters Patent of the United States, and for which we have executed a declaration.

WHEREAS, **Red Hat, Inc.**, a corporation duly organized and existing under the laws of the State of North Carolina and having a place of business at 100 East Davie Street, Raleigh, NC 27601, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the assignors, have sold, assigned, transferred and set over unto the assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions,

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divisions or reissues of said Letters Patent, and provisional patent applications to which the above-mentioned application claims priority, the same to be held and enjoyed by the assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

And for the consideration aforesaid, we hereby covenant and agree to and with the assignee, its successors and assigns, that at the time of the execution and delivery of these presents we are the joint and lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, we hereby covenant and agree to and with the assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

We hereby request the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands.

9 Jan 2017	
Date	Richard T. Henderson
Date	Frank Ch. Eigler

### **ASSIGNMENT**

This Assignment made by us, **Richard T. Henderson**, employed by Red Hat, Inc. having a principle place of business at 100 East Davie Street, City of Raleigh, State of North Carolina; and **Frank Ch. Eigler**, employed by Red Hat, Inc. having a principle place of business at 100 East Davie Street, City of Raleigh, State of North Carolina, hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in **PROVIDING DYNAMIC INSTRUMENTATION USING DOMAIN-SPECIFIC MONITORING-LANGUAGE-TO-KERNEL-BYTECODE COMPILATION,** for which we are about to make application for Letters Patent of the United States, and for which we have executed a declaration.

WHEREAS, **Red Hat, Inc.**, a corporation duly organized and existing under the laws of the State of North Carolina and having a place of business at 100 East Davie Street, Raleigh, NC 27601, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the assignors, have sold, assigned, transferred and set over unto the assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions,

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divisions or reissues of said Letters Patent, and provisional patent applications to which the above-mentioned application claims priority, the same to be held and enjoyed by the assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

And for the consideration aforesaid, we hereby covenant and agree to and with the assignee, its successors and assigns, that at the time of the execution and delivery of these presents we are the joint and lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, we hereby covenant and agree to and with the assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

We hereby request the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands.

Date

Richard T. Henderson

2016-12-01

Date

Frank Ch. Eigler