

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4846769

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLOUDVELOX, INC.	02/23/2018
RECEIVING PARTY DATA	
Name:	VMWARE, INC.
Street Address:	3401 HILLVIEW AVENUE
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9602344
CORRESPONDENCE DATA	
Fax Number:	(650)427-4818
<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:	6504271049
Email:	ipadmin@vmware.com
Correspondent Name:	VMWARE, INC.
Address Line 1:	DARRYL SMITH
Address Line 2:	3401 HILLVIEW AVE.
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	E264
NAME OF SUBMITTER:	THOMAS H. HAM
SIGNATURE:	/thomas h. ham/
DATE SIGNED:	03/01/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (“**Agreement**”) is dated February 23, 2018 (the “**Effective Date**”) and is between CloudVelox, Inc., a Delaware corporation (“**Assignor**”) and VMware, Inc., a Delaware corporation (“**Assignee**”). Each of Assignor and Assignee are referred to herein as a “**Party**” or, collectively, as the “**Parties**.”

Under the Asset Purchase Agreement, dated February 21, 2018 (the “**Asset Purchase Agreement**”), Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in the Patents (as defined in the Asset Purchase Agreement) owned by Assignor, including without limitation, the patents and patent applications set forth below in **Exhibit A**; any and all issued patents, continuations, divisional, renewals, extensions, continuations-in-part, reexaminations, reissue applications, foreign counterparts or any other patent or application that claims priority to any of the foregoing or to the patent applications listed in **Exhibit A**; and any invention disclosed or claimed in any of the foregoing (the “**Assignor Patents**”).

Assignee desires to acquire all of Assignor’s right, title and interest in the Assignor Patents.

In exchange for the consideration paid under the Asset Purchase Agreement, the receipt of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee all of Assignor’s right, title and interest in the Assignor Patents, including all rights to recover damages for any and all past, current or future infringement, and the right to file applications and make claims of priority to the Properties under the patent laws of the United States, the International Convention for the Protection of Industrial Property, and any other international agreement or convention or the domestic laws of any country in which such application is filed. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Assignor Patents.

In case of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern. This Agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of electronic delivery will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

[Signature page follows]

The Parties have caused this Agreement to be executed as of the Effective Date by duly authorized persons.

CLOUDVELOX, INC.

By: Raj Dhingra
Name: Raj Dhingra
Title: Chief Executive Officer

VMWARE, INC.

By: _____
Name:
Title:


(Signature page to Patent Assignment Agreement)

The Parties have caused this Agreement to be executed as of the Effective Date by duly authorized persons.

CLOUDVELOX, INC.

By: _____
Name:
Title:

VMWARE, INC.

By:  _____
Name: Alex Wang
Title: VP Corporate Development

(Signature page to Patent Assignment Agreement)

Exhibit A

Patents

Title	Pat. No./ App. No.	Grant Date/ Application Date	Assignee
Automated establishment of access to remote services	9602344 14/144,485	03/21/2017 12/30/2013	CloudVelox. Inc.
Generation of a cloud application image	9483490 14065261	11/01/2016 10/28/2013	CloudVelox, Inc.
Extending Computing Capacity via Cloud Replication	14/144,496	12/30/2013	CloudVelox, Inc.

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