# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5650494

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MARTIN KLETZANDER	07/31/2019
RICHARD W. M. JONES	08/02/2019

## **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:	16530248

#### **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: jjimerson@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:	1145-125/20191107US
NAME OF SUBMITTER:	JOHN M. JIMERSON
SIGNATURE:	/John M. Jimerson/
DATE SIGNED:	08/02/2019

## **Total Attachments: 6**

source=1145-125\_Assignment#page1.tif

source=1145-125\_Assignment#page2.tif

source=1145-125\_Assignment#page3.tif

source=1145-125\_Assignment#page4.tif

source=1145-125\_Assignment#page5.tif

PATENT REEL: 049943 FRAME: 0430

505603694

source=1145-125\_Assignment#page6.tif

PATENT REEL: 049943 FRAME: 0431

#### ASSIGNMENT

This Assignment made by us, Martin Kletzander, employed by Red Hat, Inc. and/or one of its subsidiaries, having a principle place of business at 100 East Davie Street, City of Raleigh, State of North Carolina, and Richard W. M. Jones, employed by Red Hat, Inc. and/or one of its subsidiaries, 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 CROSS-HYPERVISOR VIRTUAL MACHINE CONVERSION, for which we are about to make application for Letters Patent of the United States, and for which we have executed a declaration (hereinafter referred to as "Application");

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,

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 the 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 (including any international patent applications under the Patent Cooperation Treaty) 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 inventors; 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 the assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands.

2019-07-31	Allen	
Date	Martin Kletzander	
Date	Richard W. M. Jones	

20191107US I 145-125

**ASSIGNMENT** 

This Assignment made by us, Martin Kletzander, employed by Red Hat, Inc. and/or one of its subsidiaries, having a principle place of business at 100 East Davie Street, City of Raleigh, State of North Carolina, and Richard W. M. Jones, employed by Red Hat, Inc. and/or one of its

subsidiaries, 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

CROSS-HYPERVISOR VIRTUAL MACHINE CONVERSION, for which we are about to

make application for Letters Patent of the United States, and for which we have executed a

declaration (hereinafter referred to as "Application");

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,

1 of 3

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 the 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

2 of 3

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 (including any international patent applications under the Patent Cooperation Treaty) 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 inventors; 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 the assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands.

Date	Martin Kletzander	<del></del>
2nd August 2019	m	
Date	Richard W. M. Jones	

3 of 3