**PATENT ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

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<th>SUBMISSION TYPE:</th>
<th>NEW ASSIGNMENT</th>
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### CONVEYING PARTY DATA

<table>
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<tr>
<th>Name</th>
<th>Execution Date</th>
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<tr>
<td>David Flynn</td>
<td>10/14/2010</td>
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### RECEIVING PARTY DATA

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<tr>
<th>Name</th>
<th>Fusion-io, Inc.</th>
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<tr>
<td>Street Address</td>
<td>8350 South 3000 East</td>
</tr>
<tr>
<td>Internal Address</td>
<td>9th Floor</td>
</tr>
<tr>
<td>City</td>
<td>Salt Lake City</td>
</tr>
<tr>
<td>State/Country</td>
<td>UTAH</td>
</tr>
<tr>
<td>Postal Code</td>
<td>84121</td>
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**PROPERTY NUMBERS Total: 1**

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<td>Application Number</td>
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**CORRESPONDENCE DATA**

Fax Number: (801)531-1929  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 801-994-4646  
Email: docket@kunzlerip.com  
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Address Line 2: Suite 600  
Address Line 4: Salt Lake City, UTAH 84111

**ATTORNEY DOCKET NUMBER:** P201004US1

**NAME OF SUBMITTER:** Bruce R. Needham

Total Attachments: 2  
source=P201004US1_Assignment#page1.tif  
source=P201004US1_Assignment#page2.tif
ASSIGNMENT

Whereas, the undersigned Inventor(s) has/have made certain inventions, improvements, and discoveries (herein referred to as the “Invention”) in:

Title of the Invention: APPARATUS, SYSTEM, AND METHOD FOR GRACEFUL CACHE DEVICE DEGRADATION

and further identified by the Docket Number provided above in the header of this Assignment, for which an application for a United States Patent was executed concurrently herewith or was filed on September 17, 2010, having U.S. Patent Application No.: 12/885,285.

Whereas, Fusion-io, Inc., a corporation of Delaware having a place of business at 6350 South 3000 East, 6th Floor, Salt Lake City, Utah 84121, (herein referred to as Fusion-io), desires to acquire, and each undersigned Inventor desires to grant to Fusion-io, the entire worldwide right, title, and interest in and to the Invention and in and to any and all patent applications and patents directed thereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned Inventor ("ASSIGNOR") hereby sells, assigns, and otherwise transfers to Fusion-io (the "ASSIGNEE"), its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the Invention, the above-identified United States patent application, and any and all other patent applications and patents for the Invention which may be applied for or granted therefore in the United States and in all foreign countries and jurisdictions, including all divisions, continuations, reissues, reexaminations, renewals, extensions, counterparts, substitutes, and extensions thereof, and all rights of priority resulting from the filing of such applications and granting of such patents. In addition, each undersigned Inventor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue any United States Patent, and foreign patent authorities to issue any foreign patent, granted for the Invention, to Fusion-io, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the same to be held and enjoyed by Fusion-io, its successors, legal representatives, and assigns to the full end of the terms for which any and all such patents may be granted, as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made; and each undersigned Inventor agrees to execute any and all documents and instruments and perform all lawful acts reasonably related to recording this Assignment or perfecting title to the Invention and all related patents and applications, in Fusion-io, its successors, legal representatives, and assigns, whenever requested by Fusion-io, its successors, legal representatives, or assigns.

Each undersigned Inventor acknowledges their prior and ongoing obligations to sell, assign, and transfer the rights under this Assignment to Fusion-io and is unaware of any reason why they may not have the full and unencumbered right to sell, assign, and transfer the rights hereby sold, assigned, and transferred, and has not executed, and will not execute, any document or instrument in conflict herewith. Each undersigned Inventor also hereby grants Fusion-io, its successors, legal representatives, and assigns, the right to insert in this Assignment any further identification (including, but not limited to, patent Application Number) which may be necessary or desirable for recordation of this Assignment. This Assignment is governed by the substantive laws of the State of Utah, and any disputes will be resolved in a Utah state court or federal court sited in Utah.

[Inventor Signature Page(s) Follows]
The undersigned hereby authorize the patent practitioners filing the U.S. Patent Application referenced herein to add the application serial number and filing date to this assignment document.

Assignor: [Signature]  
David Flynn  
Date: 10/14/2010

Assignee: [Signature]  
David J. McKenzie  
Director of Intellectual Property  
for and on behalf of  
FUSION-IO, INC.  
Date: 11/5/2010