

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Assignment
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Librato, Inc.	08/26/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Califomia Digital Corporation
<b>Street Address:</b>	47071 BAYSIDE PARKWAY
<b>City:</b>	Fremont
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94538
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6437980
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(216)696-8731
<b>Phone:</b>	216-696-8730
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Turocy & Watson, LLP
<b>Address Line 1:</b>	127 Public Square
<b>Address Line 2:</b>	57th Floor, Key Tower
<b>Address Line 4:</b>	Cleveland, OHIO 44114
<b>ATTORNEY DOCKET NUMBER:</b>	VTHEP101US
<b>NAME OF SUBMITTER:</b>	Thomas Watson
<b>Total Attachments: 3</b> source=5 Confirmatory Assgn#page1.tif source=5 Confirmatory Assgn#page2.tif source=5 Confirmatory Assgn#page3.tif	

OP \$40.00 6437980

**PATENT**

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REEL: 027241 FRAME: 0894

### CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on this 26 day of August, 2011, Librato, Inc., a Delaware corporation ("**Assignor**"), to ensure that the assignment dated March 4, 2011 and filed with the United States Patent and Trademark Office on March 21, 2011 at Reel/Frame 025989/0893 (the "**Original Assignment**"), is completed, hereby sells, assigns, and transfers to California Digital Corporation, a Delaware corporation ("**Assignee**"), the full extent of all right, title, and interest in and to any and all of the following (collectively, the "**Rights**");

1. The patents, provisional patent applications and patent applications listed in the table below (individually and collectively referred to herein as the "**Patents**");
2. All inventions claimed or described in the Patents (collectively, the "**Inventions**");
3. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Patents ("**Potential Patents**");
4. All reissues, reexaminations, extensions, or registrations of the Patents or Potential Patents;
5. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Patents, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("**Foreign Rights**"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
6. The right to claim priority rights deriving from the Patents;
7. All causes of action and remedies related to the Patents, the Inventions, Potential Patents, or Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
8. Any and all other rights and interests arising out of, in connection with, or in relation to, the Patents, the Inventions, Potential Patents, or Foreign Rights.

Patent or Application No.	Filing Date	Title of Patent and First Named Inventor
6,437,980	10/17/2000	Low profile high density rack mountable enclosure with superior cooling and highly accessible re-configurable components  Matthew P. Casebolt

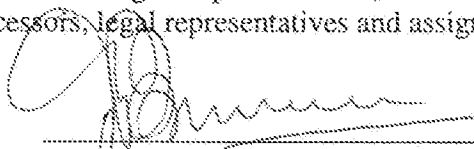
This Confirmatory Assignment of Patent Rights (the "**Assignment**") is made fully effective on the date of the Original Assignment, thereby confirming the Assignor's intent to transfer all of the Rights as of that date.

Assignor will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee,

its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignor requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignors, their successors, legal representatives and assigns.

By:

  
Fred van den Bosch  
CEO, Librato Inc.

(Signature MUST be attested)

**ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746**

The undersigned witnessed the signature of Fred van den Bosch to the above Confirmatory Assignment of Patent Rights on behalf of Librato, Inc. and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Fred van den Bosch is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on \_\_\_\_\_, 2011 to execute the above Confirmatory Assignment of Patent Rights on behalf of Librato, Inc.
3. Fred van den Bosch subscribed to the above Confirmatory Assignment of Patent Rights on behalf of Librato, Inc.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on \_\_\_\_\_(date)

Print Name: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Francisco

On 8-26-2011

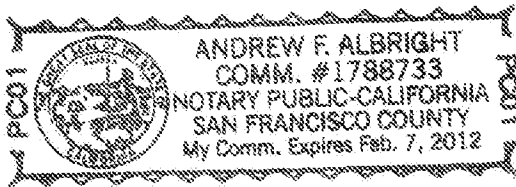
before me,

Andrew F. Albright, Notary Public

personally appeared

Fredrick Van Den Bosch

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: "Confirmatory Assignment of Patent Rights"

Document Date: \_\_\_\_\_ Number of Pages: two-2

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☒ Corporate Officer — Title(s): CEO

☐ Individual

☐ Partner — ☐ Limited ☐ General

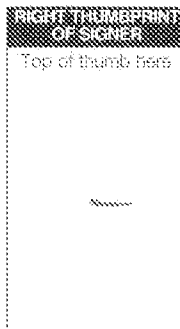
☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: Librato Inc



Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

