

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID FLYNN	05/24/2013
RECEIVING PARTY DATA	
Name:	FUSION-IO, INC.
Street Address:	2855 E. COTTONWOOD PARKWAY
Internal Address:	BOX 100
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14018172
CORRESPONDENCE DATA	
Fax Number:	(801)531-1929
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	801-994-4646
Email:	docket@kunzlerlaw.com
Correspondent Name:	SCOTT C. HILTON
Address Line 1:	8 EAST BROADWAY
Address Line 2:	SUITE 600
Address Line 4:	SALT LAKE CITY, UTAH 84111
ATTORNEY DOCKET NUMBER:	P201305US1
NAME OF SUBMITTER:	SCOTT C. HILTON
Signature:	/Scott C. Hilton/
Date:	10/04/2013
Total Attachments: 2	
source=2380_2_116_P201305US1_Dec_Assign_Flynn#page1.tif	
source=2380_2_116_P201305US1_Dec_Assign_Flynn#page2.tif	

OP \$40.00 14018172

**DECLARATION (37 C.F.R. 1.63) FOR UTILITY PATENT APPLICATION USING AN  
APPLICATION DATA SHEET (37 C.F.R. 1.76) AND ASSIGNMENT**

Title of Invention: **VIRTUAL CHANNEL FOR DATA TRANSFERS BETWEEN DEVICES**

As a below named inventor, I hereby declare that:

This declaration is directed to the attached application, or (if following box is checked):

[ ] United States application or PCT international application number 14/018,172  
filed on September 4, 2013.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I have reviewed and understand the contents of the application, including the claims.

I am aware of the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in 37 CFR Section 1.56.

Whereas, the undersigned inventor(s) has/have made certain inventions, improvements, and discoveries (herein referred to as the "Invention") disclosed in the above-identified patent application and further identified by the Docket Number provided above in the header of this document;

Whereas, Fusion-io, Inc., a corporation of Delaware having a place of business at 2855 E. Cottonwood Parkway, Box 100, 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;

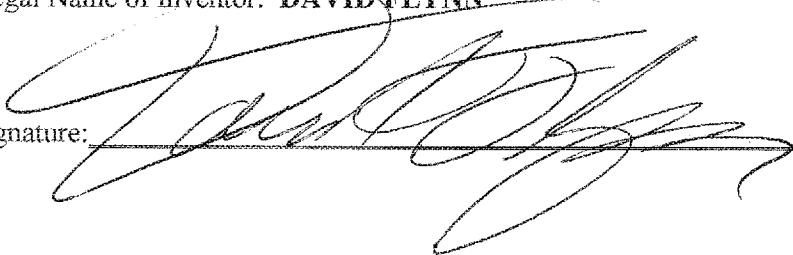
Now, therefore, for good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned Inventor ("ASSIGNOR") hereby sells, assigns, and otherwise transfers to Fusion-io (the "ASSIGNEE"), its successors, legal representatives, and assigns, the entire worldwide 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, divisionals, continuations, continuations-in-part, conversions in the case where the above-identified United States patent application is a provisional patent application, 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 ("USPTO") 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

further agrees to sign all documents and do such additional acts, without additional compensation, as Assignee deems necessary to: prepare and prosecute patent applications directed to the Invention; and conduct proceedings related to the Invention and all related patents and applications, including litigation or post-grant proceeding before the USPTO.

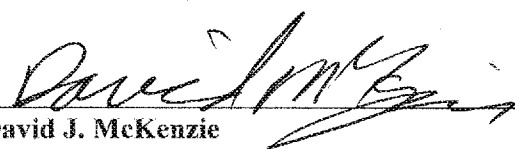
Each undersigned Inventor acknowledges their prior and ongoing obligations to sell, assign, and transfer the rights under this Assignment to Fusion-io and is unaware of any reason why they may not have the full and unencumbered right to sell, assign, and transfer the rights hereby sold, assigned, and 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.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

(1) Legal Name of Inventor: **DAVID FLYNN**

Signature: 

Date: 5/24/13

Assignee: 

David J. McKenzie  
IP Attorney  
for and on behalf of  
Fusion-io, Inc.

Date: 8/7/13