

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2620769

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
LING ZHENG		11/19/2013
BLAKE H. LEWIS		11/19/2013
RECEIVING PARTY DATA		
Name:	NETAPP, INC.	
Street Address:	495 EAST JAVA DRIVE	
City:	SUNNYVALE	
State/Country:	CALIFORNIA	
Postal Code:	94089	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14084137	
CORRESPONDENCE DATA		
Fax Number:	(617)951-3927	
Phone:	617-951-2500	
Email:	docket@c-m.com	
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>		
Correspondent Name:	CESARI AND MCKENNA, LLP	
Address Line 1:	88 BLACK FALCON AVENUE	
Address Line 4:	BOSTON, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	112056-0554	
NAME OF SUBMITTER:	ANTHONY C. TOPPER	
Signature:	/Anthony C. Topper, Reg No 56,458/	
Date:	11/19/2013	
Total Attachments: 2 source=0554Assign#page1.tif source=0554Assign#page2.tif		

CH \$40.00 14084137

ASSIGNMENT

Whereas We, Blake H. Lewis, whose residence address is Los Altos Hills, CA, and Ling Zheng, whose residence address is Saratoga, CA, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled DENSE TREE VOLUME METADATA UPDATE LOGGING AND CHECKPOINTING, identified by Cesari and McKenna File No. 112056-0554 / P01-8817.01, which application was enclosed on even date herewith; and

Whereas NetApp, Inc., whose address is 495 East Java Drive, Sunnyvale, CA, 94089, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we, hereby, without reservation:

1. Assign, transfer and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed

by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment on the dates indicated next to our names.

11/19/2013
Date

Blake H. Lewis
Blake H. Lewis, Inventor

11/19/2013
Date

Ling Zheng
Ling Zheng, Inventor