

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2686363

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FILETEK, INC.	09/30/2013
RECEIVING PARTY DATA	
Name:	SILICON GRAPHICS INTERNATIONAL CORP.
Street Address:	900 N. MCCARTHY BOULEVARD
City:	MILPITAS
State/Country:	CALIFORNIA
Postal Code:	95035
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5727197
Patent Number:	6049804
CORRESPONDENCE DATA	
Fax Number:	(408)321-0293
Phone:	6699008000
Email:	lubiano@sgi.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	LAURIE ROSE LUBIANO
Address Line 1:	900 N. MCCARTHY BOULEVARD
Address Line 4:	MILPITAS, CALIFORNIA 95035
ATTORNEY DOCKET NUMBER:	FILETEK
NAME OF SUBMITTER:	LAURIE ROSE LUBIANO
Signature:	/laurierose lubiano/
Date:	01/16/2014

Total Attachments: 7

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (the "Assignment"), dated as of September 30, 2013 (the "Effective Date"), is made by **FILETEK, INC.**, a Delaware corporation having its principal place of business located at 9400 Key West Avenue, Rockville, MD 20850 (the "Assignor"), in favor of **SILICON GRAPHICS INTERNATIONAL CORP.**, a Delaware corporation having its principal place of business located at 46600 Landing Parkway, Fremont, CA 94538 (the "Assignee"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement (defined below).

WHEREAS, the Assignor, Assignee, the Persons listed as Principal Stakeholders on Exhibit A thereto, and William P. Loomis, as Stakeholders' Representative are parties to that certain Asset Purchase Agreement, dated as of September 10, 2013 (the "Asset Purchase Agreement"), pursuant to which the Assignor has, among other things, agreed to sell, assign, transfer, convey, and deliver to the Assignee all of the Assignor's right, title, and interest in and to the Assigned Patents (defined below); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor and the Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. The Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title and interest in and throughout the United States of America, its territories and all foreign countries, in, to and under the issued patents and patent applications listed on Schedule A hereto, including all reissues, divisionals, continuations, continuations-in-part, revisions, reexaminations, extensions and counterparts (whether foreign or domestic) claiming priority to or based on any of the foregoing items, together with all patents issuing therefrom, all inventions and improvements claimed or described in any of the foregoing, all rights to collect royalties, products and proceeds in connection with any of the foregoing (collectively, the "Assigned Patents"), and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney's fees and expenses) or lost profits in connection therewith.

2. Recordation. The Assignor hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record the Assignee as the assignee and owner of the Assigned Patents. The Assignor further authorizes the respective patent office or governmental agency in each other jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patents in the name of

the Assignee, as the assignee to the entire interest therein, it being understood that any expense in connection with the execution of such recordation shall be borne by the Assignee.

3. Information and Assistance.

3.1 Upon the Assignee's reasonable request and without further compensation, the Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If the Assignor fails to timely comply with Section 3.1 and the Assignee is therefore unable to secure the Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Patents as provided under this Assignment, the Assignor hereby irrevocably designates and appoints the Assignee and the Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the Assignor's behalf and instead of the Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Patents, all with the same legal force and effect as if executed by the Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Asset Purchase Agreement Controls. This Assignment is provided pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Assigned Patents. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights or obligations of any person under the Asset Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

8. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware other than conflict of laws principles thereof directing the application of any law other than that of Delaware.

[Signatures appear on next page]

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

FileTek, Inc.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

ASSIGNEE:

Silicon Graphics International Corp.

By: *Jennifer W. Pileggi*
Name: *Jennifer W. Pileggi*
Title: *SVP, General Counsel & Secretary*

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

FileTek, Inc.

By: 

Name: _____

Title: _____

William P. Loomis

Ceo

Acknowledged and Accepted:

ASSIGNEE:

Silicon Graphics International Corp.

By: _____

Name: _____

Title: _____

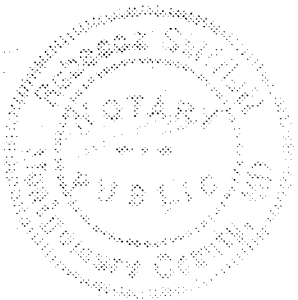
NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF MD : ss.:
CITY/COUNTY OF Montgomery

I, Rebecca Skifflett, the undersigned Notary Public do hereby certify that
William P. Loomis, as Chief Executive Officer of FileTek, Inc., a Delaware corporation, who signed
the foregoing Assignment document on the 30 day of September, 2013, is personally
known to me or was proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to this instrument and acknowledged to me that he was authorized to execute the foregoing
Assignment document on behalf of FileTek, Inc., and to me acknowledged that he did sign the said
document.

Rebecca Skifflett
Notary Public

My commission expires on: 3/21/16



SCHEDULE A TO PATENT ASSIGNMENT

- United States – Patent Number 5,727,197
- United States – Patent Number 6,049,804 (continuation of 5,727,197)