

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3034870

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MANOJ V. SUNDARARAJAN	08/29/2014
CHING-YUK PAUL NGAN	08/29/2014
YUEDONG MU	08/29/2014
SUSAN M. COATNEY	08/29/2014
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:	14472782
CORRESPONDENCE DATA	
Fax Number:	(281)754-4914
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2817580025
Email:	bhuteson@deliziogilliam.com
Correspondent Name:	DELIZIO GILLIAM, PLLC
Address Line 1:	15201 MASON ROAD
Address Line 2:	SUITE 1000-312
Address Line 4:	CYPRESS, TEXAS 77433
ATTORNEY DOCKET NUMBER:	P01-010124.01.US.PRI
NAME OF SUBMITTER:	BRI HUTESON
SIGNATURE:	/Bri Huteson/
DATE SIGNED:	09/23/2014
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
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source=P01-010124.01.US.PRI_SignedAssignmentDeclaration#page5.tif
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DECLARATION AND ASSIGNMENT

DOCKET NUMBER: P01-010124.01.US.PRI

**TITLE: OVERLAPPING WRITE DETECTION AND PROCESSING FOR SYNC
REPLICATION**

As an inventor, I declare that:

This declaration is directed to the patent application(s) accompanying this declaration and assignment. The patent application(s) accompanying this Declaration and Assignment is referred to as the "Application." The term "Invention" means any disclosure, invention, improvement, or discovery disclosed in the Application.

I affirm the following:

- 1) the Application was made or authorized to be made by me;
- 2) I believe that I am the original inventor or an original joint inventor of a claimed Invention;
- 3) I have reviewed and understand the content of the Application, including the claims; and
- 4) I am aware that I have a duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined by 35 U.S.C. §1.56(b).

NetApp, Inc., a Delaware corporation having a place of business at 495 East Java Drive, Sunnyvale, California 94089 and any of its successors, legal representatives, and assigns, agrees to acquire, and I agree to grant to **NetApp, Inc.** the entire worldwide right, title, and interest in and to the Invention and in and to any Application and any patents that might arise from the Application.

I hereby assign or have assigned, and otherwise transfer or have transferred to **NetApp, Inc.** my entire worldwide right, title, and interest in and to the Invention, the Application, and any and all other patent applications and patents for the Invention which may be applied for or granted therefrom in the United States and in all foreign countries and jurisdictions, including all divisionals, 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 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 **NetApp, Inc.**, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the same to be held and enjoyed by **NetApp, Inc.**, 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.

Each undersigned inventor also 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, for **NetApp, Inc.**, its successors, legal representatives, and assigns, whenever requested by **NetApp, Inc.**, its successors, legal representatives, or assigns.

The undersigned inventor further agrees to: (a) cooperate with **NetApp, Inc.** in the protection of the Invention and prosecution of domestic and foreign patent applications claiming the Invention; (b) execute, verify, acknowledge and deliver further documents, including patent applications and instruments of transfer; and (c) perform such other acts as **NetApp, Inc.** lawfully may request to obtain or maintain any patent arising from the Application and any and all applications and registrations for the Invention in any and all countries.

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

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: **Manoj V Sundararajan**

Signature: V. S. Manoj Sundararajan

Date 08/29/2014

(2) Legal Name of Inventor: **Ching-Yuk Paul Ngan**

Signature: _____

Date _____

(3) Legal Name of Inventor: **Yuedong Mu**

Signature: _____

Date _____

(4) Legal Name of Inventor: **Susan M. Coatney**

Signature: _____

Date _____

DOCKET NUMBER: P01-010124.01.US.PRI

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(1) Legal Name of Inventor: **Manoj V Sundararajan**

Signature: _____

Date _____

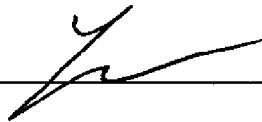
(2) Legal Name of Inventor: **Ching-Yuk Paul Ngan**

Signature: _____ 

Date 8/29/2014

DOCKET NUMBER: P01-010124.01.US.PRI

(3) Legal Name of Inventor: Yuedong Mu

Signature:  _____

Date 08/29/2014

(4) Legal Name of Inventor: Susan M. Coatney

Signature: Susan M. Coatney _____

Date Aug 29, ~~2014~~
2014 (SMC)