

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT3097548

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FUSION-IO, INC.	11/05/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NEXGEN STORAGE, INC.
<b>Street Address:</b>	361 CENTENNIAL PARKWAY
<b>Internal Address:</b>	SUITE 230
<b>City:</b>	LOUISVILLE
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80027
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	61821201
<b>Application Number:</b>	14273533
<b>Application Number:</b>	61991158
<b>Application Number:</b>	14280559
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(801)531-1929
<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>	
<b>Phone:</b>	801-994-4646
<b>Email:</b>	docket@kunzlerlaw.com
<b>Correspondent Name:</b>	SCOTT C. HILTON
<b>Address Line 1:</b>	50 WEST BROADWAY
<b>Address Line 2:</b>	10TH FLOOR
<b>Address Line 4:</b>	SALT LAKE CITY, UTAH 84101
<b>ATTORNEY DOCKET NUMBER:</b>	2380.1.1
<b>NAME OF SUBMITTER:</b>	SCOTT C HILTON
<b>SIGNATURE:</b>	/Scott C. Hilton/
<b>DATE SIGNED:</b>	11/06/2014
<b>Total Attachments: 2</b>	
source=ASSIGNMENT to NexGen (11-5-2014)_4_assets_executed#page1.tif	



ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Fusion-io, Inc., a Delaware corporation, having a place of business at 2855 E. Cottonwood Parkway, Box 100, Salt Lake City, Utah 84121 ("Assignor"), does hereby assign, transfer and convey unto NexGen Storage, Inc., a Delaware corporation, having a place of business at 400 Centennial Parkway, Suite 110, Louisville, Colorado 80027 ("Assignee"), all of Assignor's entire right, title and interest in and to all patents and patent applications listed in the attached Exhibit "1" (collectively "Patent Rights").

In addition, Assignor agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement of the Patent Rights, (ii) the right to apply (or continue prosecution) for patents, design patents, utility models, certificates of invention or other governmental grants for the Patent Rights in any and all countries of the world, including under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding, and (iii) the rights, if any, to revive prosecution of any abandoned Patent Rights.

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

Assignor:  Date: 11/5/14  
**DONALD ROBERTSON**  
President and Director of Fusion-io, Inc.

Exhibit "1"

ASSIGNED PATENTS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Docket No.</u>
61821201	2013-05-08	PRIMARY DATA STORAGE SYSTEM WITH A DYNAMICALLY TUNABLE JOURNAL	FIO-0355P1-US
14273533	2014-05-08	JOURNAL MANAGEMENT	FIO-0355-US
61991158	2014-05-09	ADAPTIVE BANDWIDTH THROTTLING	FIO-0397P-US
14280559	2014-05-16	ADAPTIVE BANDWIDTH THROTTLING	FIO-0397-US