

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3226647

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BLUE STEEL ACQUISITION LLC	10/27/2014
RECEIVING PARTY DATA	
Name:	NETAPP, INC.
Street Address:	495 EAST JAVA DRIVE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8694469
Application Number:	12895835
Application Number:	12942991
CORRESPONDENCE DATA	
Fax Number:	(206)359-7164
<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>	
Email:	agrapes@perkinscoie.com
Correspondent Name:	PERKINS COIE LLP
Address Line 1:	P.O. BOX 1247
Address Line 4:	SEATTLE, WASHINGTON 98101
ATTORNEY DOCKET NUMBER:	067272-8441.US - 8443.US
NAME OF SUBMITTER:	ARCELIE GRAPES
SIGNATURE:	/Arcelie Grapes/
DATE SIGNED:	02/13/2015
Total Attachments: 10	
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**OPERATING AGREEMENT
OF
BLUE STEEL ACQUISITION LLC
A DELAWARE LIMITED LIABILITY COMPANY**

This Operating Agreement (the “**Agreement**”) of Blue Steel Acquisition LLC, a Delaware limited liability company (the “**Company**”), is made and entered into effective as of October 17, 2014, (the “**Effective Date**”) by Riverbed Technology, Inc., a Delaware corporation as the sole Member (the “**Member**”).

AGREEMENT

1. **Rights and Obligations: Term.** The rights and obligations of the Member and the terms and conditions of the Company shall be governed by the Delaware Limited Liability Company Act (the “**Act**”) and this Agreement. To the extent the provisions of the Act and this Agreement are inconsistent with respect to any subject matter covered in this Agreement, this Agreement shall govern, but only to the extent permitted by law. The term of the Company shall continue until it is dissolved, its affairs are wound up and final liquidating distributions are made pursuant to this Agreement. Except as otherwise provided herein, the Company shall have perpetual existence.

2. **Name.** The name of the Company shall be Blue Steel Acquisition LLC. The business of the Company may be conducted under that name, or upon compliance with applicable laws, any other name that the Manager deems appropriate or advisable.

3. **Purpose.** The purpose of the Company is to engage in any lawful activity which a limited liability company may carry on under the Act. Nothing in this Agreement shall prohibit the Member from engaging in any business, investment or other activity of any kind, even if such business, investment or activity is competitive with the Company’s business.

4. **Registered Office; Registered Agent.** The name and address of the Company’s registered agent for service of process in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington 19901. The Company’s agent for service of process in Delaware may be changed at any time, subject to any limitations as provided in the Act.

5. **Tax Classification; Requirement of Separate Books and Records and Segregation of Assets and Liabilities.** The Member acknowledges that because the Company will have a single Member, pursuant to Treasury Regulation Section 301.7701-3, the Company shall be disregarded as an entity separate from its owner for U.S. federal income tax purposes until the effective date of any election the Company may make to change its classification for U.S. federal income tax purposes to that of a corporation by filing IRS Form 8832, Entity Classification Election or until the Company has more than one Member, in which case it would be treated as a partnership for U.S. federal income tax purposes (provided that the Company has not elected on Form 8832 to be treated as a corporation). In all events, however, the Company shall keep books and records separate from those of its sole Member and shall at all times segregate and account for all of its assets and liabilities separately from those of its sole Member.

6. **Title to Assets; Transactions.** The Company shall keep title to all of its assets in its own name and not in the name of its Member. The Company shall enter into and engage in all transactions in its own name and not in the name of its Member.

7. **Member's Name and Membership Interest.** The name and membership interest of the Member is set forth on **SCHEDULE A** hereto (the "***Schedule of Members***"). The Manager shall amend the Schedule of Members to reflect any transfer of membership interest pursuant to Section 13 hereof.

8. **Capital Contributions.** Within sixty days of the Effective Date, the Member shall make a capital contribution to the Company. The Member shall make additional capital contributions in such form and at such time as the Member shall determine in the Member's sole and absolute discretion; *provided, however*, that any such additional capital contributions shall be evidenced in writing and recorded in the books and records of the Company.

9. **Liability of the Member.** The Member shall not be liable for any debts or losses of capital or profits of the Company or be required to contribute or lend funds to the Company.

10. **Distributions.** Subject only to (i) the laws of fraudulent conveyance of the State of Delaware and (ii) any and all other contractual restrictions agreed to by the Company or its Member in writing, the Manager shall have authority to cause the Company to distribute cash or property to the Member, in such amounts, at such times and as of such record dates as the Manager shall determine.

11. **Management.**

(a) **Manager; Term; Removal; Successors.** The number of Managers of the Company shall be fixed from time to time by approval of the Member. The Member currently intends that the Company shall have one (1) initial manager (the "***Manager***") who shall initially be the Member. In the event of a transfer of 100% of the Member's membership interest in the Company to a transferee (the "***Successor Member***") pursuant to Section 13 hereof, the Successor Member shall automatically succeed the initial Member as the Manager. Unless the Manager resigns or is removed, such Manager shall hold office until a successor is elected and qualified. Any vacancy occurring for any reason in the position of Manager may be filled by approval of the Member.

(b) **Authority.** The business and affairs of the Company shall be managed exclusively by the Manager, provided however, that the Manager may delegate to officers the authority to carry out the Company's day to day functions. If, at any time, there is more than one Manager, all references to "Manager" shall mean "Managers" acting by unanimous agreement if there are two (2) Managers or by majority vote if there are more than two (2) Managers with each Manager having one (1) vote. The Manager shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes of the Company described herein, including all powers, statutory or otherwise, which may be delegated to the Manager by the Member under the laws of the State of Delaware. Any Manager is hereby designated as an authorized person, to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business. Without limiting the general intent that all key business decisions of the Company may be made exclusively by the Manager, or be agreed upon by a majority of the Managers if there are two (2) or more Managers, it is expressly agreed that no Manager shall, on behalf of the Company, without the prior oral or written approval of the Member: (i) loan any Company funds; (ii) incur any obligation on the credit of or binding on the Company except in the ordinary course of the Company's business; (iii) transfer, hypothecate, compromise or release any Company claim except for payment in full; and (iv) sell, lease or hypothecate any Company property or enter into any contract for such purpose other than in the ordinary course of the Company's business.

(c) **Officers.** The Manager may provide for the election of officers of the Company and may determine the powers, duties and compensation of such officers.

12. **Limitation of Liability; Indemnification.** Notwithstanding any other provision to the contrary contained in this Agreement, neither the Member nor any Manager shall be liable, responsible, or accountable in damages or otherwise to the Company or to the Member or assignee of the Member for any loss, damage, cost, liability, or expense incurred by reason of or caused by any act or omission performed or omitted by such Member or Manager, whether alleged to be based upon or arising from errors in judgment, negligence, or breach of duty (including alleged breach of any duty of care or duty of loyalty or other fiduciary duty), except for (i) acts or omissions the Member or Manager knew at the time of the acts or omissions were clearly in conflict with the interest of the Company, or (ii) any transaction from which the Member or Manager derived an improper personal benefit, (iii) a willful breach of this Agreement, or (iv) gross negligence, recklessness, willful misconduct, or knowing violation of law. Without limiting the foregoing, neither the Member or Manager shall in any event be liable for (A) the failure to take any action not specifically required to be taken by the Member or Manager under the terms of this Agreement or (B) any mistake, misconduct, negligence, dishonesty or bad faith on the part of any employee or other agent of the Company appointed in good faith by the Manager.

13. **Transfer of Interests.** The Member may transfer the Member's membership interest in the Company at such time, in such amount and pursuant to such terms, in whole or in part, as the Member shall in the Member's sole discretion determine.

14. **Dissolution and Winding Up.** The Company shall dissolve only upon the first to occur of any of the following events: (a) approval of the Member to dissolve the Company; (b) the sale of all or substantially all of the assets of the Company; or (c) the entry of a decree of judicial dissolution. Upon dissolution of the Company, the Manager shall wind up the Company's affairs. Following the dissolution of the Company, the assets of the Company shall be applied to satisfy claims of creditors and distributed to the Member in liquidation as provided in the Act by the persons charged with winding up the affairs of the Company.

15. **Books and Records.** The Company shall keep books and records at its principal place of business, which shall set forth an accurate account of all transactions of the Company and which shall enable the Company to comply with the requirement that it segregate and account for its assets and liabilities separately from those of the Member. The Company shall prepare financial statements at least annually, which shall include at least a balance sheet and an income statement.

16. **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Member, and the Member's successors, transferees, and assigns.

17. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement with respect to the affairs of the Company and the conduct of its business, and supersedes all prior agreements and understandings, whether oral or written. The Company shall have no oral operating agreements. All amendments to this Agreement shall be in writing and signed by the Member.

18. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

19. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

20. **Governing Law.** The laws of the State of Delaware shall govern the validity of this Agreement, the construction and interpretation of its terms, and organization and internal affairs of the Company and the limited liability of any Manager and Member.

IN WITNESS WHEREOF, the Member has executed this Agreement effective as of the Effective Date.

Sole Member:

RIVERBED TECHNOLOGY, INC.

By: 

Name: Ernest E. Maddock

Title: Chief Financial Officer

[SIGNATURE PAGE TO BLUE STEEL ACQUISITION LLC OPERATING AGREEMENT]

SCHEDULE A

Schedule of Members

<u>Member</u>	<u>Membership Percentage</u>
Riverbed Technology, Inc.	100%

AMENDMENT NO. 1
TO
OPERATING AGREEMENT
OF
BLUE STEEL ACQUISITION LLC

October 27, 2014

This Amendment No. 1 (the "*Amendment*") to the Operating Agreement of Blue Steel Acquisition LLC (the "*Company*"), dated October 17, 2014 (the "*Operating Agreement*"), is made and entered into by Riverbed Technology, Inc., a Delaware corporation (the "*Manager*"), as the Manager and sole Member of the Company. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Operating Agreement.

RECITALS

WHEREAS, effective upon the Closing (as defined in that certain Membership Interest Purchase Agreement, to be dated on or about the date hereof, by and among NetApp, Inc., a Delaware corporation, the Manager and the Company (the "*Purchase Agreement*"), the Manager wishes to amend the Operating Agreement to reflect the transfer of 100% of the Company's membership interest pursuant to Section 13 of the Operating Agreement; and

WHEREAS, Section 7 of the Operating Agreement provides that the Manager shall amend the Schedule of Members to reflect any transfer of membership interest.

NOW, THEREFORE, the Manager hereby agrees as follows:

AMENDMENT

1. Effective upon the Closing (as defined in the Purchase Agreement), the Schedule of Members to the Operating Agreement is hereby amended and restated in its entirety to read as set forth on **Exhibit A** hereto.
2. Except as amended hereby, the Operating Agreement remains in full force and effect.
3. This Amendment shall be governed in all respects by the internal laws of the State of Delaware as applied to agreements entered into among Delaware residents to be performed entirely within Delaware, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the Manager has executed this Amendment No. 1 to Operating Agreement as of the date first above written.

RIVERBED TECHNOLOGY, INC.

By: 

Name: Ernest E. Maddock

Its: Chief Financial Officer

SIGNATURE PAGE TO AMENDMENT NO. 1 TO OPERATING AGREEMENT OF
BLUE STEEL ACQUISITION LLC

PATENT
REEL: 034961 FRAME: 0403

Exhibit A

Schedule of Members Effective Upon the Closing of the Purchase Agreement

SCHEDULE A

Schedule of Members

<u>Member</u>	<u>Membership Percentage</u>
NetApp, Inc.	100%