

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3422563

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STRATIFY, INC.	11/01/2014
RECEIVING PARTY DATA		
Name:	HEWLETT-PACKARD COMPANY	
Street Address:	3000 HANOVER STREET	
City:	PALO ALTO	
State/Country:	CALIFORNIA	
Postal Code:	94304	
PROPERTY NUMBERS Total: 20		
Property Type	Number	
Patent Number:	6701362	
Patent Number:	6581072	
Patent Number:	7177904	
Patent Number:	7822812	
Patent Number:	7469246	
Patent Number:	7945600	
Patent Number:	7308451	
Patent Number:	7877388	
Patent Number:	7664821	
Patent Number:	8862670	
Patent Number:	8224641	
Patent Number:	8224642	
Patent Number:	8392175	
Patent Number:	8244767	
Patent Number:	8484221	
Patent Number:	8527436	
Patent Number:	8788601	
Patent Number:	8938384	
Patent Number:	8781817	
Application Number:	12870733	

PATENT

CORRESPONDENCE DATA**Fax Number:** (970)778-4063*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.***Phone:** (541)715-8443**Email:** ipa.mail@hp.com**Correspondent Name:** HEWLETT-PACKARD COMPANY**Address Line 1:** 3404 E. HARMONY ROAD MS 35**Address Line 2:** INTELLECTUAL PROPERTY ADMINISTRATION**Address Line 4:** FORT COLLINS, COLORADO 80528

ATTORNEY DOCKET NUMBER:	82947616
NAME OF SUBMITTER:	JOANNA KEYT
SIGNATURE:	/Joanna Keyt/
DATE SIGNED:	07/01/2015

Total Attachments: 8

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ASSET SALE AND PURCHASE AGREEMENT

This Asset Sale and Purchase Agreement (this *Agreement*), dated as of November 1, 2014 (the *Effective Date*), is entered into between **Stratify, Inc.**, a Delaware corporation (the *Seller*) and Hewlett-Packard Company, a Delaware corporation (*HP* and the *Purchaser*; the Seller and the Purchaser hereafter also each referred to as a *Party* and collectively as the *Parties*).

RECITALS

WHEREAS Seller is an indirect, wholly owned subsidiary of HP; and

WHEREAS Seller wishes to sell and assign to Purchaser, and Purchaser wishes to purchase and assume from Seller, substantially all of the Seller's Business Assets and Liabilities, excluding the Exclusions, as described in Annex 1, for the consideration and upon the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. DEFINITIONS

- 1.1 The words and expressions used in this Agreement shall have the meanings as set out herein or in Annex 1 hereto, unless expressly stated or unless the context requires otherwise.
- 1.2 The headings in this Agreement shall not affect its interpretation.
- 1.3 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. AGREEMENT TO SELL AND TRANSFER THE BUSINESS AND ASSUMPTION OF THE LIABILITIES

- 2.1 The Seller hereby sells and transfers the Business Assets and Liabilities, and the Purchaser hereby purchases the Business Assets, assumes the Liabilities, and agrees to discharge when due any and all Liabilities, effective on the Effective Date.
- 2.2 The Business Assets shall be sold and transferred with full legal and beneficial title, free from all Third Party Rights.
- 2.3 Among the Seller and the Purchaser the following shall apply:
 - (a) The Seller shall indemnify the Purchaser against any and all matters arising out of the Exclusions and hold the Purchaser harmless from and against all proceedings, claims, actions, demands, obligations, damages, losses, costs and expenses (*Costs*) which the Purchaser may suffer or incur in respect of any Exclusions. The Seller shall reimburse all such Costs to the Purchaser upon demand; and
 - (b) Subject to Section 7, the Purchaser shall indemnify the Seller against any and all Liabilities (except Exclusions) and hold the Seller harmless from and against any and all Costs which the Seller may suffer or incur in respect of such Liabilities (except Exclusions). The Purchaser shall reimburse all such Costs to the Seller upon demand.

3. PURCHASE PRICE; PURCHASE PRICE PAYMENT

- 3.1 In addition to the consideration, in the form of the sale and transfer of the Business Assets and Liabilities (excluding Exclusions) by the Seller and Purchaser, the Purchaser shall pay to the Seller the sum of USD\$1 (one) (the *Purchase Price*).
- 3.2 The Purchaser and the Seller acknowledge and agree that the Purchase Price has been determined on the basis of the estimated fair market value of the Business Assets and Liabilities as at the Effective Date.
- 3.3 If the Purchaser and the Seller determine (which determination shall take place prior to or at the latest at April 30, 2015) that the actual fair market value of the Business Assets and Liabilities as at the Effective Date (the *Actual Market Value*) is different from the Purchase Price, the Purchase Price shall be adjusted on a US\$1 for US\$1 basis by the difference between the Actual Market Value and the Purchase Price (Actual Market Value – the Purchase Price = the *Adjustment Amount*) as follows:
- (a) if the Adjustment Amount is positive, then the Purchaser shall pay to the Seller the Adjustment Amount; or
 - (b) if the Adjustment Amount is negative, then the Seller shall pay to the Purchaser the Adjustment Amount.
- 3.4 The Parties agree to determine and, if necessary, negotiate any adjustment to the Purchase Price in good faith.
- 3.5 The Purchase Price shall be paid to the Seller within five (5) Business Days after the Effective Date by electronic funds transfer to a bank account as notified by the Seller or by any other means as agreed between the Parties.

4. THE SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller represents and warrants to Purchaser as of the Effective Date that:

- 4.1 The Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all corporate powers and all material licenses, authorizations, franchises, certificates, permits, consents and approvals required to carry out the business as now conducted and as currently proposed to be conducted by the Seller.
- 4.2 The execution, delivery and performance by the Seller of this Agreement and the consummation of the transactions contemplated hereby are within the Seller's corporate powers and have been duly authorized by all necessary corporate action on the part of the Seller. This Agreement constitutes a valid and binding agreement of the Seller, enforceable against the Seller in accordance with its terms, except to the extent that enforceability may be limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws from time to time in effect affecting generally the enforcement of creditors' rights and remedies and (ii) general principles of equity, whether in a proceeding at law or in equity.
- 4.3 The execution, delivery and performance by the Seller of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate the certificate of incorporation or bylaws of the Seller, (ii) violate any applicable law, (iii) constitute a breach or default under or give rise to any right of termination, cancellation or acceleration of any material right or obligation of Seller or to a loss of any material benefit

relating to the Business Assets to which the Seller is entitled or (iv) result in the creation or imposition of any Third Party Right relating to any Business Asset.

- 4.4 The Business Assets, together with the Exclusions, constitute all of the property and assets used or held for use in connection with the business of the Seller and are sufficient to conduct the business of the Seller as currently conducted.
- 4.5 The Purchaser has good and marketable title in and to, or a valid leasehold interest in, each of the Business Assets, free and clear of all Third Party Rights (other than Permitted Encumbrances).

5. THE PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Seller as of the Effective Date that:

- 5.1 The Purchaser is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its organization and has all corporate powers and all material licenses, authorizations, franchises, certificates, permits, consents and approvals required to carry out the business as now conducted.
- 5.2 The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the transactions contemplated hereby are within the Purchaser's corporate powers and have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement constitutes a valid and binding agreement of the Purchaser, enforceable against the Purchaser in accordance with its terms, except to the extent that enforceability may be limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws from time to time in effect affecting generally the enforcement of creditors' rights and remedies and (ii) general principles of equity, whether in a proceeding at law or in equity.
- 5.3 The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate the certificate of incorporation or bylaws of the Purchaser, (ii) violate any applicable law.

6. OBLIGATIONS ON EFFECTIVE DATE

- 6.1 On the Effective Date, or as soon as practicable thereafter, the Seller shall cause to be delivered or made available to the Purchaser (a) any documents as may be reasonably required to complete the sale and purchase of the Business Assets and for the Purchaser to assume the Liabilities, and (b) possession of such Business Assets and Liabilities as are tangible.
- 6.2 For the avoidance of doubt, any outstanding action items provided for in this Section 6 shall not impact the effectiveness of the transfer of the Business Assets and Liabilities, in accordance with the provisions set out in Section 2.

7. TITLE AND RISK; SUPPLEMENTARY PROVISIONS

- 7.1 Ownership and risk in respect of the Business Assets shall pass to the Purchaser at the Effective Date. Title to all Business Assets which can be transferred by delivery shall pass on delivery and such delivery shall be deemed to take place on the Effective Date.
- 7.2 The Liabilities shall be assumed by and transferred to the Purchaser as of the Effective Date.

- 7.3 Nothing in this Agreement shall operate to transfer Exclusions to the Purchaser or make the Purchaser liable for Exclusions.
- 7.4 Insofar as the Business Assets comprise assets (including *Contracts* and *Claims*) the benefit of which cannot effectively be assigned or transferred by the Seller to the Purchaser without obtaining a consent, an approval, a waiver or the like from a third party (*Consents*):
- (a) the Seller shall, upon the request of the Purchaser, take all reasonable steps to obtain the necessary Consents and the Purchaser shall cooperate with the Seller for such purpose;
 - (b) unless or until any necessary Consent has been obtained, the Seller shall, from the Effective Date, receive and hold the benefit of the relevant Contract or Claim or other asset as trustee in trust for the Purchaser and shall pay to the Purchaser promptly upon receipt any sums received by it under any such Contract or pursuant to any such Claim;
 - (c) the Purchaser shall, from the Effective Date and at its own costs, assist the Seller to perform all the obligations of the Seller under any such Contracts and shall indemnify the Seller on an after-tax basis against all liability and with respect to all costs reasonably incurred by the Seller arising in connection with any such Contracts.
- 7.5 The Seller shall with all due diligence execute such other documents and take such other steps as the Purchaser may reasonably require in order to vest the title to the Business Assets in the Purchaser and to give effect to this Agreement.
- 7.6 Transfer of the full legal and beneficial title of Intellectual Property Rights includes, without limitation, the right to sue for past damages.

8. TAX

Any transfer tax or other similar tax payable in connection with the transfer of the Business Assets shall be paid by the Purchaser.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

10. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party. Any such counterpart may be delivered to a Party by facsimile or other electronic format (including “.pdf”).

11. FURTHER ASSURANCE

Following the Effective Date, the Seller and the Purchaser agree to execute and deliver such other documents, certificates, Contracts and other writings, and to take such further actions as may be reasonably necessary in order to consummate or implement expeditiously the transactions contemplated by this Agreement and to vest in the Purchaser good and marketable title to the Business Assets.

12. SEVERABILITY

If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

13. AMENDMENTS AND ANNEXES

13.1 No amendment of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it.

13.2 The Annexes attached to this Agreement form an integral part of this Agreement.

14. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that, no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other Party.

15. CAPTIONS

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

16. GOVERNING LAW

This Agreement shall be construed in accordance with, and this Agreement and all matters arising out of or relating in any way whatsoever (whether in contract, tort or otherwise) to this Agreement shall be governed by, the law of the state of Delaware.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Seller and the Purchaser first written above, to take effect on the Effective Date.

STRATIFY, INC.

DocuSigned by:
Catherine A. Lesjak
By: _____
AE02EFEDF085423...
Name: Catherine A. Lesjak
Title: Chief Financial Officer

HEWLETT-PACKARD COMPANY

DocuSigned by:
Rishi Varma
By: _____
AAB67C0E50D240F...
Name: Rishi Varma
Title: SVP, Deputy General Counsel and Assistant Secretary

ANNEX 1

DEFINITIONS

Business Assets means all undertaking and assets of the Seller, including but not limited to Goodwill, Intellectual Property Rights and Intellectual Property License Agreements, but excluding the Exclusions;

Business Day means a day on which the commercial banks in the United States of America are open for general business;

Contracts means all contracts, engagements, licenses (including Intellectual Property License Agreements), guarantees and other commitments relating to the Business Assets, including any and all existing agreements or arrangements between the Seller which have been entered into or undertaken by or on behalf of the Seller;

Exclusions means any assets, liabilities, claims, rights, and/or defenses excluded from the sale and purchase under this Agreement as detailed in Schedule A;

Goodwill means the goodwill of the Seller in relation to the business together with the exclusive right for the Purchaser to represent itself as carrying on the business in succession to the Seller;

Intellectual Property Licence Agreements means all existing agreements or arrangements between the Seller and third parties insofar as they relate to the use of Intellectual Property Rights which have application to the Business Assets or Liabilities;

Intellectual Property Rights means patents, trademarks, service marks, trade names, internet domain names, rights in designs, copyright (including rights in computer software and databases) and moral rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world;

Liabilities means all debts, obligations and liabilities, both ascertained and contingent, of the Seller that relate to the Business Assets at the Effective Date or at any time thereafter, excluding all Exclusions;

Permitted Encumbrances means (i) any hire or lease agreement in the ordinary course of business; (ii) title retention provisions in respect of goods and materials supplied to the Seller in the ordinary course of the business; and (iii) liens arising in the ordinary course of business by operation of law.

Property means any property which is currently owned or leased by the Seller; and

Third Party Right means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above.

SCHEDULE A

EXCLUSIONS

The list below identifies exclusions from the sale and purchase under this Agreement.

1. **Ownership interest in Subsidiaries:** the ownership interests of the Seller in the below listed Subsidiary, together with all rights and liabilities attaching to them including, without limitation, the right to receive all dividends which have not yet been distributed prior to the date of this Agreement, liabilities, debts and obligations (both ascertained and contingent):

Autonomy Software Asia Private Limited, an Indian private limited company having company code INA5.

2. **Cash**

Any cash and cash equivalents at hand shall remain with the Seller.

3. **Tax**

All tax liabilities arising in respect of any profits accruing, transactions, circumstances or other relating to the Seller occurring prior to the Effective Date.

4. **Intercompany Balances**

The receivable owed, outstanding or accrued (whether in the ordinary course of business or otherwise) from Autonomy Digital, LLC, and its successors or assigns, to the Seller, which remains unsettled and thus shall stay with the Seller.