

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ILYA VOLVOVSKI | 04/06/2015 |
| BRUNO HENNIG CABRAL | 04/14/2015 |
| MANISH MOTWANI | 04/13/2015 |
| THOMAS DARREL COCAGNE | 04/06/2015 |
| TIMOTHY W. MARKISON | 04/15/2015 |
| GARY W. GRUBE | 04/15/2015 |
| WESLEY LEGGETTE | 04/14/2015 |
| JASON K. RESCH | 04/06/2015 |
| MICHAEL COLIN STORM | 10/23/2012 |
| GREG DHUSE | 04/06/2015 |
| YOGESH RAMESH VEDPATHAK | 04/06/2015 |
| RAVI KHADIWALA | 04/02/2015 |
| RECEIVING PARTY DATA | |
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| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14680459 |
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| Fax Number: | (888)457-8584 |
| <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> | |
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PATENT

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| ATTORNEY DOCKET NUMBER: | CS01577 |
| NAME OF SUBMITTER: | BETH PIEROTTI |
| SIGNATURE: | /Beth Pierotti/ |
| DATE SIGNED: | 09/30/2015 |
| Total Attachments: 9 source=CS1577_Exe_Asg#page1.tif source=CS1577_Exe_Asg#page2.tif source=CS1577_Exe_Asg#page3.tif source=CS1577_Exe_Asg#page4.tif source=CS1577_Exe_Asg#page5.tif source=CS1577_Exe_Asg#page6.tif source=CS1577_Exe_Asg#page7.tif source=CS1577_Exe_Asg#page8.tif source=CS1577_Exe_Asg#page9.tif | |

Application No.: 14/680,459
Filing Date: 4/7/2015
Patent No.: _____
Issue Date: _____

ASSIGNMENT

WHEREAS, the undersigned inventor(s), hereinafter called the "Assignors", have invented a new and useful invention entitled:

MAINTAINING DATA STORAGE IN ACCORDANCE WITH AN ACCESS METRIC

for which reference a full description is here made in an application for Letters Patent of the United States filed herewith or that was filed with the United States Patent and Trademark Office on the 7th day of April, 2015. The Assignors believe himself/herself/themselves to be the original inventor(s) of the invention disclosed and claimed in the application for Letters Patent.

WHEREAS, The entity identified immediately below having a principal office and place of business as identified, hereinafter called the "Assignee", is desirous of acquiring the entire right, title and interest in and to said invention, the application above identified, and in, to and under Letters Patent which may be obtained for said invention, as hereinafter more fully set forth;

Cleversafe, Inc.
222 S. Riverside Plaza, Ste. 1700
Chicago, IL 60606

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in and to the invention and the application herein above identified, any and all provisional patent applications from which the application claims priority, and all Letters Patents that may issue for the said invention, and all divisional, reissues, substitutions, continuations, and extensions thereof, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term for which any and all of said Letters Patents for the said invention may issue.

FURTHER, be it known that the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the Assignee, its successors and assigns, the entire foreign rights to the invention disclosed in said application, in all countries of the world, including the right to file applications and obtain patents under the terms of the International Convention. Assignors further agree to execute any and all patent applications, assignments, affidavits, and any other papers in connection with any and all domestic and foreign patent applications identified herein or related to such identified patent applications in respective prosecution thereof and/or to perfect such patent rights.

And the Assignors do hereby covenant and agree, for themselves and their legal representatives, that they will assist the Assignee in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters Patent that the Assignee may elect to make covering the invention herein identified, as herein before set forth, including any application for reissue, application for reexamination, application for foreign patent rights, or any proceeding in the United States Patent and

Trademark Office affecting the invention, investing in the Assignee exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters Patents herein contemplated; that they will promptly execute and deliver to the Assignee any and all additional papers and make all lawful oaths which may be requested by the Assignee to fully carry out the terms of this Assignment; and further that they will communicate to Assignee, or to its successors, assigns, and legal representatives, and facts known respecting said invention, and at the expense of the Assignee, testify in any legal proceedings, and generally do everything possible to aid the Assignee, its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

The United States Patent and Trademark Office is hereby authorized and requested to issue all Letters Patent to the Assignee in accordance with the terms of the assignment.

IN TESTIMONY WHEREOF, the Assignors have hereunto set their hands on the date indicated below. The undersigned hereby authorizes and requests the attorneys and/or agents of record in the application above identified, and in, to and under Letters Patent which may be obtained for said invention, to insert in this assignment the filing date and serial number of said application (and/or issue date and patent number of said corresponding Letters Patent) when officially known, if applicable.

Inventor(s):

Ilya Volnovski

Date

Wesley Leggette

Date

Bruno Hennig Cabral

Date

Jason K. Resch

Date

Manish Motwani

Date

Michael Colin Storm

Date

Thomas Darrel Cocagne

Date

Greg Dhuze

Date

Timothy W. Markison

4/15/2015

Date

Yogesh Ramesh Vedpathak

Date

Gary W. Grube

4/15/2015

Date

Ravi Khadiwala

Date

EMPLOYEE NONDISCLOSURE, ASSIGNMENT, NON-COMPETITION, AND TRADE SECRET POLICY AGREEMENT

This Employee Nondisclosure, Assignment, Non-Competition, and Trade Secret Policy Agreement (the "Agreement") sets forth in writing certain understandings and procedures between me, the Employee, and Cleversafe, Inc. ("Cleversafe" or "Company"). The Agreement may supersede and/or modify prior agreements that I have in place with Cleversafe, Inc.

1. Duties. In return for the compensation now and hereafter paid to me, I will perform such duties for Cleversafe as Cleversafe may designate from time to time. During my employment with Cleversafe, I will devote my best efforts to the interests of Cleversafe, will not engage in other employment, or in any conduct in direct conflict with Cleversafe's interests that would cause a material and substantial disruption to Cleversafe and will otherwise abide by all of Cleversafe's policies and procedures. Furthermore, I will not (a) reveal, disclose, or otherwise make available to any person any Cleversafe password or key, whether or not the password or key is assigned to me or (b) obtain, possess or use in any manner a Cleversafe password or key that is not assigned to me. I will use my best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, software or related technical documentation that Cleversafe issues to me, and I will not input, load, or otherwise attempt any unauthorized use of software in any Cleversafe computer, whether or not such computer is assigned to me.

2. "Confidential Information" Definition. "Confidential Information" includes but is not limited to: (a) any information that is confidential, proprietary, technical and/or non-technical information of Cleversafe, including for example and without limitation, information related to Innovations (as defined in Section 4 below), concepts, techniques, processes, patterns, methods, systems, drawings, designs, computer programs, source documentation, compilation, trade secrets (as further discussed in Section 11 below), formulas, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans, financial data, business plans, actual or potential customers and suppliers and any other nonpublic information that has commercial value; and (b) any information Cleversafe has received from others that Cleversafe is obligated to treat as confidential or proprietary, which may be made known to me by Cleversafe, a third party or otherwise that I may learn during my employment with Cleversafe.

3. Ownership and Nondisclosure of Confidential Information. All Confidential Information and all worldwide: patents (including, but not limited to, any and all patent applications, patents, continuations, continuation-in-parts, reissues, divisionals, substitutions, and extensions), copyrights, mask works, trade secrets and other worldwide rights in and to the Confidential Information are the property of Cleversafe, Cleversafe's assigns, Cleversafe's customers and Cleversafe's suppliers, as applicable. I will not disclose any Confidential Information to anyone outside Cleversafe, and I will use and disclose Confidential Information to those inside Cleversafe only as necessary to perform my duties as an employee of Cleversafe except: (1) such Confidential Information that becomes available to the public otherwise than by my act or omission, or (2) disclosure of such Confidential Information, is required by applicable

law, in which case I shall provide Cleversafe with prompt notice of such requirement, prior to making any disclosure, so that Cleversafe may seek an appropriate protective order, and I shall cooperate with Cleversafe with respect to any such protective order and I shall in no way argue with or otherwise question the request for, or scope of, any such protective order. If I have any questions as to whether information is Confidential Information, or to whom, if anyone, inside Cleversafe, any Confidential Information may be disclosed, I will ask my manager at Cleversafe. I shall provide reasonable assistance to Cleversafe with respect to any litigation, arbitration or any other dispute with a third party concerning the unauthorized use or disclosure by such third party of any Confidential Information. Cleversafe may reimburse me for my reasonable and documented out-of-pocket expenses incurred in providing such assistance.

4. "Innovations" Definition. In this Agreement, "Innovations" means all discoveries, designs, concepts, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress.

5. Disclosure and License of Prior Innovations. I have listed on Exhibit A ("Prior Innovations") attached hereto all Innovations relating in any way to Cleversafe's business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment or any other relationship, such as a contractor, with Cleversafe (collectively, the "Prior Innovations"). I represent that I never had and shall have no rights in any such Prior Innovations that may have been conceived, reduced to practice, created, derived, developed, or made by me for Cleversafe in any other capacity, other than those Innovations listed in Exhibit A. If nothing is listed on Exhibit A ("Prior Innovations"), I represent that there are no such Prior Innovations at the time of signing this Agreement. I hereby grant to Cleversafe and Cleversafe's designees a royalty free, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to practice all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations that I incorporate, or permit to be incorporated, in any Innovations that I, solely or jointly with others, conceive, develop or reduce to practice during my employment with Cleversafe. Notwithstanding the foregoing, I have not and will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without Cleversafe's prior written consent.

6. Disclosure and Assignment of Company Innovations. I agree that I have and shall continue to promptly disclose and describe to Cleversafe all innovations I make in whatever form or material, whether tangible or intangible, oral or written and shall include without limitation, complete and accurate copies of all source code, object code or machine-readable copies, documentation, work notes, flowcharts, diagrams, test data, reports, samples and other tangible evidence or results of such Innovations, works of authorship and work product, together "Company Innovations." I hereby acknowledge and agree that all Company Innovations are "works made for hire" under the United States Copyright Act (17 U.S.C., et seq.) as they relate to

such Act. To the extent such Company Innovations are not works made for hire, I have and hereby do and will assign to Cleversafe or Cleversafe's designee all my right, title, and interest in and to any and all Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations have not or cannot be assigned by me to Cleversafe, I hereby grant to Cleversafe an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through one or multiple tiers of sublicensees) to practice such non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, such Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations can neither be assigned nor licensed by me to Cleversafe, I hereby irrevocably waive and agree never to assert such non-assignable and non-licensable rights, title and interest against Cleversafe, or its directors, officers, employees, subsidiaries, affiliates, licenses, other related parties, any of their successors in interest, or any of Cleversafe's customers, pursuant to the Illinois Patent Act (IL St. Ch. 765 s 1060). This Section 6 shall not apply to any Innovations that (a) do not relate, at the time of conception, reduction to practice, creation, derivation, development or making to Company's business or actual or demonstrably anticipated research, development or business; and (b) were developed entirely on my own time; and (c) were developed without use of any of Company's equipment, supplies, facilities or trade secret information; and (d) did not result from any work I performed for Company.

7. Future Innovations. I will disclose promptly in writing to Cleversafe all Innovations conceived, reduced to practice, created, derived, developed, or made by me during the term of my employment and for twelve (12) months thereafter, whether or not I believe such Innovations are subject to this Agreement, to permit a determination by Cleversafe as to whether or not the Innovations should be considered Company Innovations. Cleversafe will receive any such information in confidence.

8. Cooperation in Perfecting Rights to Innovations. I agree to perform, during and after my employment, (and as it applies to Prior Innovations as set forth in Section 5 and Company Innovations as set forth in Section 6) all acts that Cleversafe deems necessary or desirable to permit and assist Cleversafe, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Innovations as provided to Cleversafe under this Agreement. If Cleversafe is unable for any reason to secure my signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right under any Innovations as provided under this Agreement, I hereby irrevocably designate and appoint Cleversafe and Cleversafe's duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Innovations, all with the same legal force and effect as if executed by me. The foregoing is deemed a power coupled with an interest and is irrevocable.

9. Return of Materials. At any time upon Cleversafe's request, and when my employment with Cleversafe is over, I will return all materials (including, without limitation, documents, drawings, papers, diskettes and tapes) containing or disclosing any Confidential

Information (including all copies thereof), other property, software, documents, manuals, records, notebooks and similar materials, including without limitation, any copies thereof, regardless of whether such items constitute or contain Confidential Information as well as any keys, pass cards, identification cards, computers, printers, pagers, personal digital assistants, similar items or devices that the Cleversafe has provided to me. I will provide Cleversafe with a written certification of my compliance with my obligations under this Section.

10. No Violation of Rights of Third Parties. During my employment with Cleversafe, I will not (a) breach any agreement to keep in confidence any confidential or Confidential Information, knowledge or data acquired by me prior to my employment with Cleversafe or (b) disclose to Cleversafe, or use or induce Cleversafe to use, any confidential or Confidential Information or material belonging to any previous employer or any other third party. I am not currently a party, and will not become a party, to any other agreement that is in conflict, or will prevent me from complying with this Agreement.

11. Protection of Trade Secrets. Cleversafe may decide to or may be required to keep some information secret, at least for short periods. Trade secret information can include a wide variety of types of information, including methods, processes, software, client lists, and employee lists, among other types of information. I will maintain all records such as laboratory notebooks and other forms of data recordation as valuable trade secrets of Cleversafe. I will routinely sign and date each page of such records, and, on each page thereof, have another Cleversafe employee that they have read and understood the recorded information.

Once trade secret information has been identified, the policy of Cleversafe is to take reasonable steps to prevent the disclosure of such information to individuals without a "need to know". Cleversafe will decide whether to keep information secret. Cleversafe will also decide whether to disclose such information to individuals or entities outside Cleversafe as conditions warrant. A non-disclosure agreement will be entered into between Cleversafe and any such third party individual or entity before Cleversafe trade secret information is disclosed. I will ensure that Cleversafe has entered into a non-disclosure agreement with such third party recipient(s) of Cleversafe trade secrets prior to disclosing such trade secrets to the third party recipient.

12. Survival. This Agreement (a) shall survive my employment by Cleversafe; (b) does not in any way restrict my right to resign or the right of Cleversafe to terminate my employment at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Cleversafe; and (d) is binding upon my heirs and legal representatives.

13. Restricted Period. The term "Restricted Period" shall mean the entire period I am employed by the Cleversafe and a period of one year immediately following the termination of my employment, except as this period may be extended by the terms of this Section. If I violate any restriction contained in this Agreement and Cleversafe brings legal action for injunctive or other relief, Cleversafe shall not, as a result of my violation, be deprived of the benefit of the full period of any such covenant. Accordingly, the Restricted Period shall be extended for an additional period of time equal to the time it is found by a court of competent jurisdiction in a

final judgment enforcing the restrictions contained in this Agreement that I have violated any restriction contained in this Agreement.

13.1 Non-Solicitation. During the Restricted Period, I shall not (i) solicit, directly or indirectly, business or contracts (other than for Cleversafe while employed by Cleversafe) from or with any person, firm or entity which is, or was at any time within two years preceding the termination of my employment, a customer or supplier of Cleversafe to the extent that such solicitation relates to the Business (as defined below), (ii) induce or attempt to induce any such customer or supplier of Cleversafe to alter its business relationship with Cleversafe (other than for the benefit of Cleversafe while employed by Cleversafe) or otherwise seek to interfere with any such relationship, or (iii) solicit or induce or attempt to solicit or induce any employee of Cleversafe to leave the employ of Cleversafe or any of its subsidiaries or affiliates for any reason whatsoever or hire any employee or ex-employee of Cleversafe. During the Restricted Period, I also shall not solicit business from any prospective customer of Cleversafe in competition with Cleversafe. For this purpose, a "prospective customer" shall mean a person or entity, which Cleversafe has solicited or with respect to which Cleversafe has had internal or external discussions concerning potential business within the continental United States. As used in this Section 13, "Business" shall mean the development of software to protect and back up information on computer hard drives, any similar, related, or complementary business or activity, and any other business or activity in which Cleversafe or any of its subsidiaries are engaged at any time during which I am employed by Cleversafe.

13.2 Non-competition. While employed by Cleversafe and for one year thereafter, I shall not, directly or indirectly, engage in, participate in, represent in any way or be connected with, as officer, director, partner, owner, employee, agent, sales representative, distributor, independent contractor, consultant, advisor, proprietor, stockholder (except for the ownership of a less than one percent stock interest in a publicly traded company) or otherwise, in the Business in the Geographical Area. As used in this Agreement, "Geographical Area" means the United States.

13.3 Non-disparagement. During the Restricted Period, I shall refrain from making any oral or written statements that disparage or place Cleversafe or any of its affiliates in a false or negative light.

13.4 Severability; Remedies. The covenants contained in this Section 13 shall be construed as a series of separate and severable covenants, which are identical in terms except for geographic coverage and duration. I agree that if in any proceeding, the tribunal shall refuse to enforce fully any covenants contained herein because such covenants cover too extensive a geographic area or too long a period of time or for any other reason whatsoever, any such covenant shall be considered divisible both as to duration and geographic area such that each month of a specified period shall be deemed a separate period of time and each county in each particular state a separate geographic area, resulting in an intended requirement that the longest lesser period of time or largest lesser geographic area found by such court to be a reasonable restriction shall remain an effective restrictive covenant specifically enforceable against me. Cleversafe and I agree to execute and deliver any and all documents or instruments necessary or

desirable to effectuate the foregoing. The covenants contained in this Section 13 on the part of me shall survive termination of this Agreement, and the existence of any claim or cause of action of me against Cleversafe, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Cleversafe of such covenants.

14. Injunctive Relief. I agree that if I violate this Agreement, Cleversafe will suffer irreparable and continuing damage for which money damages are insufficient, and Cleversafe shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate), to the extent permitted by law. I acknowledge and agree that nothing in this Section 14 will be construed as prohibiting Cleversafe from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of any damages that it is able to prove.

15. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Cleversafe's records or such other address as I may provide in writing. Notices to Cleversafe shall be sent to Cleversafe's Human Resources Department or to such other address as Cleversafe may specify in writing.

16. Governing Law; Forum. This Agreement shall be governed by the laws of the United States of America and by the laws of the State of Illinois, as such laws are applied to agreements entered into and to be performed entirely within Illinois between Illinois residents. Company and I each irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in Illinois, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Illinois, such personal jurisdiction shall be nonexclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent.

17. Severability. If an arbitrator or court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to provide Cleversafe the maximum protection permitted by applicable law and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

18. Waiver; Modification. If Cleversafe waives any term, provision or breach by me of this Agreement, such waiver shall not be effective unless it is in writing and signed by Cleversafe. No waiver shall constitute a waiver of any other or subsequent breach by me. This Agreement may be modified only if both Cleversafe and I consent in writing.

19. Entire Agreement. This Agreement, including any agreement to arbitrate claims or disputes relating to my employment that I may have signed in connection with my employment

by Cleversafe, represents my entire understanding with Cleversafe with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

"COMPANY"


CLEVERSAFE, INC.

By: 

Title: CEO

Dated: 19 Apr 2013

EMPLOYEE



By: Michael Storm

Title: Self

Dated: 10/23/12