#### 503562269 11/10/2015

## PATENT ASSIGNMENT COVER SHEET

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NATURE OF CONVEYANCE:	ASSIGNMENT

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SANTOSH RAO	09/22/2015

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Property Type	Number
Application Number:	14530039

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ATTORNEY DOCKET NUMBER:	0949338-010114.02.US.ORG
NAME OF SUBMITTER:	LESLEY L. ANDREW
SIGNATURE:	/Lesley L. Andrew/
DATE SIGNED:	11/10/2015

### **Total Attachments: 4**

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> **PATENT** REEL: 036999 FRAME: 0857 503562269

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> PATENT REEL: 036999 FRAME: 0858

Docket No: 097192-0949338 (P01-010114.02.US.ORG)

# ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS IN PATENT APPLICATION

Whereas I/we the undersigned inventors have invented certain new and useful innovations as set forth in the patent application titled

# TECHNIQUES TO SAN STORAGE CLUSTER SYNCHRONOUS DISASTER RECOVERY

for which application for United States Letters Patent has been filed on October 31, 2014 under Serial No. 14/530,039.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventors hereby:

- Agree to sell, assign, transfer, and convey, and hereby do sell, assign, transfer, and convey, to NetApp, Inc., having a place of business at 495 East Java Drive, Sunnyvale, CA 94089, (hereinafter referred to as "ASSIGNEE"), the entire right, title, and interest in and to (a) any intellectual property (including without limitation any innovation, information, invention, discovery, product, process, work, copyright, or design) disclosed, embodied, affixed, shown, or claimed in the above-referenced patent application, implicitly or explicitly; (b) the above-referenced patent application, any application based in whole or in part upon the above-referenced patent application, and any application claiming priority to the above-referenced patent application (including without limitation any continuation, continuation-in-part, reissue, reexamination, or foreign patent application based in whole or in part on the above-referenced patent application or claiming priority to the above-referenced patent application); and (c) any Patent (including without limitation domestic and foreign patents, utility models, industrial designs, divisionals, reissues, and reexaminations) that is granted or issued upon, or that claims priority to, any and all applications under (b) of this paragraph or that discloses or claims intellectual property under (a) of this paragraph, in whole or in part.
- Authorize and request the Commissioner of Patents or any other agency, domestic or foreign, to issue any and all Letters or other Patent(s), or other document(s), resulting from patent applications or intellectual property under paragraph 1 (including without limitation any division(s), continuation(s) (in whole or in part), substitute(s), or reissue(s) thereof) to the ASSIGNEE.
- 3) Agree to execute all papers and documents, including without limitation applications, declarations, oaths, petitions, and other papers, and, entirely at the ASSIGNEE'S expense, perform any acts which are necessary in connection with the prosecution of patent applications or intellectual property under paragraph 1 and/or the enforcement of patents or other rights resulting from such applications or intellectual property.

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- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns and other legal representative, and shall be binding upon the inventors, as well as the inventor's heirs, legal representatives, and assigns.
- 5) Warrant and represent that I/we have not entered, and will not enter into, any assignment, contract, or understanding that conflicts with this assignment.

Signed on the dates indicated beside my/our signatures.

1)	Signature: Raj Lalsangi	Date: Nov 9, 2015
2)	Signature: Pramod John Mathew Typed Name: Pramod John Mathew	Date: Sep 23, 2015
3)	Signature: Typed Name: Perumal Govindan	Date:
4)	Santosh Ananth Rao Signature: Santosh Ananth Rac (Sep 22, 2015) Typed Name: Santosh Rao	Sep 22, 2015 Date:

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Docket No: 097192-0949338 (P01-010114.02.US.ORG)

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For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventors hereby:

- Agree to sell, assign, transfer, and convey, and hereby do sell, assign, transfer, 1) and convey, to NetApp, Inc., having a place of business at 495 East Java Drive, Sunnyvale, CA 94089, (hereinafter referred to as "ASSIGNEE"), the entire right, title, and interest in and to (a) any intellectual property (including without limitation any innovation, information, invention, discovery, product, process, work, copyright, or design) disclosed, embodied, affixed, shown, or claimed in the above-referenced patent application, implicitly or explicitly; (b) the above-referenced patent application, any application based in whole or in part upon the above-referenced patent application, and any application claiming priority to the above-referenced patent application (including without limitation any continuation, continuation-in-part, reissue, reexamination, or foreign patent application based in whole or in part on the above-referenced patent application or claiming priority to the above-referenced patent application); and (e) any Patent (including without limitation domestic and foreign patents, utility models, industrial designs, divisionals, reissues, and reexaminations) that is granted or issued upon, or that claims priority to, any and all applications under (b) of this paragraph or that discloses or claims intellectual property under (a) of this paragraph, in whole or in part.
- 2) Authorize and request the Commissioner of Patents or any other agency, domestic or foreign, to issue any and all Letters or other Patent(s), or other document(s), resulting from patent applications or intellectual property under paragraph 1 (including without limitation any division(s), continuation(s) (in whole or in part), substitute(s), or reissue(s) thereof) to the ASSIGNEE.
- 3) Agree to execute all papers and documents, including without limitation applications, declarations, oaths, petitions, and other papers, and, entirely at the ASSIGNEE'S expense, perform any acts which are necessary in connection with the prosecution of patent applications or intellectual property under paragraph 1 and/or the enforcement of patents or other rights resulting from such applications or intellectual property.

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Assignment of Intellectual Property Rights in Patent Application Page 2 of 2

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Date:

the b	enefit of the AS!	SIGNEE, its successors, assign	ons of this assignment shall inurched and other legal representative, and other legal representative, and other sheirs, legal representative.	and
5) assig		epresent that I/we have not cor understanding that conflicts	entered, and will not enter into, with this assignment.	any
	Signed on the	dates indicated beside my/our	signatures.	
* )	Signature: Typed Name:	Raj Lalsangi	Date:	
2)	Signature: Typed Name:	Pramod John Mathew	Date:	
3)	Signature: Typed Name:	PGDeu んしい Perumal Govindhan Deivapal	Date: 21/10/2015	

Signature: Typed Name: Santosh Rao

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**RECORDED: 11/10/2015** 

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**PATENT** REEL: 036999 FRAME: 0862