# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3791533

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
PANKAJ DATTA	12/15/2015
DARRICK P. LEW	12/14/2015
BHARAT SHARMA	12/24/2015

### **RECEIVING PARTY DATA**

Name:	EMC CORPORATION	
Street Address: 176 SOUTH STREET		
City:	HOPKINTON	
State/Country:	MASSACHUSETTS	
Postal Code:	01748	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14986309

### CORRESPONDENCE DATA

Fax Number: (216)696-8731

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.

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Email: epas@thepatentattorneys.com AMIN, TUROCY & WATSON, LLP **Correspondent Name:** 

Address Line 1: 127 PUBLIC SQUARE

Address Line 2: 57TH FLOOR, KEY TOWER Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	EMC-15-0665/EMCIP104US
NAME OF SUBMITTER:	THOMAS E. WATSON
SIGNATURE:	/Thomas E. Watson/
DATE SIGNED:	03/18/2016

**Total Attachments: 12** 

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> **PATENT REEL: 038037 FRAME: 0573** 503744888

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PATENT REEL: 038037 FRAME: 0574

# ASSIGNMENT OF PATENT RIGHTS

(1) For good and valuable consideration, the receipt of which is hereby acknowledged, I [we], the undersigned inventor[s]:

Given Name:	Pankaj Datta		
Residence:	Acton, Massachusetts	Citizenship:	United States
Mailing Address:	24 Marshall Path		
777777777777777777777777777777777777777	Acton, Massachusetts, 01720		
Given Name:	Darrick P. Lew		
Residence:	Seattle, Washington	Citizenship:	United States
Mailing Address:	1912 N 46th ST		
•	Seattle, Washington, 98103	**************************************	

				**************************************
20000	Given Name:	Bharat Sharma		
	Residence:	Westford, Massachusetts	Citizenship:	United Kingdom
*********************************	Mailing Address:			
		Westford, Massachusetts, 01886		

hereby sell, assign, transfer, and convey unto:

# **EMC** Corporation

a Corporation incorporated in Massachusetts State, having an address at 176 South Street, Hopkinton, Massachusetts, 01748 ("Assignee"), and its successors, assigns and legal representatives, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, "Patent Rights"):

(a) The U.S. Patent Application ("Application") entitled:

# SYSTEMS AND METHODS FOR BI-DIRECTIONAL REPLICATION OF CLOUD TIERED DATA ACROSS INCOMPATIBLE CLUSTERS

which was filed on	December 31, 2015	as
United States Application Number	14/986,309	and

which has been executed by the undersigned prior hereto or concurrently herewith;

- (b) any and all patents and patent applications (i) to which the Application directly or indirectly claims priority, (ii) for which the Application directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Application;
- (c) any and all reissue applications, reexaminations, extensions, continuation applications, continuation-in-part applications, continuing prosecution applications, requests for continued examination, divisional applications, substitute applications, renewal applications, registrations, and any and all other patent applications that have been or shall be filed in the U.S. relating to any item in any of the foregoing categories (a) and (b);
- (d) any and all patents (including, without limitation, reissues, continuations, continuations in part and divisions) issuing from or relating to any of the foregoing categories (a) through
  (c);
- (e) any and all foreign patents, foreign patent applications, and foreign counterparts relating to any item in any of the foregoing categories (a) through (d), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (f) any and all items in any of the foregoing in categories (a) through (e) whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (g) any and all inventions, invention disclosures, improvements, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, improvements, and discoveries;
- (h) any and all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (e) and (g), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding:
- (i) any and all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any item in any of the foregoing categories (a) through (e), (g), and (h), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current, and future infringement; and
- (j) any and all rights to collect royalties and other payments under or on account of any item

Assignment of Patent Rights

Page 2 of 4

in any of the foregoing categories (a) through (e) and (g) through (i).

- (2) I [we] agree to, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.
- (3) I [we] agree that said Assignee may apply for and receive patent or patents for said Patent Rights in its own name, and hereby authorize the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.
- (4) I [we] covenant that no assignment, grant, mortgage, license, or other agreement affecting the Patent Rights has been made to others or will be made to others, and that full right to convey the Patent Rights as herein expressed is possessed.
- (5) I [we] hereby authorize and request the attorneys of Amin, Turocy & Watson, LLP of Cleveland, OH and Bellevue, WA to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.
- (6) I [we] agree that the terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon the undersigned.

IN TESTIMONY WHEREOF, I hereunto set my hands and seals the day and year set opposite my respective signature.

mventor(s):					
		·******	***************************************	THE TAXABLE PROPERTY OF THE PR	***************************************
Inventor's Name:	Pankaj Datta				
Inventor's Signaturé:	Alber	7		- Date Dr. → )《	2015
				- Care - Land	Mario J

	Inventor's Name:	Darrick P. Lew		
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				 1
	Inventor's Name:	Bharat Sharma		
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	Inventor's Signature:		Date	 

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(1) For good and valuable consideration, the receipt of which is hereby acknowledged, I [we], the undersigned inventor[s]:

Given Name:	Pankaj Datta		
Residence:	Acton, Massachusetts	Citizenship:	United States
Mailing Address:	24 Marshall Path		
	Acton, Massachusetts, 01720		
Given Name:	Darrick P. Lew		
Residence:	Seattle, Washington	Citizenship:	United States
Mailing Address:	1912 N 46th ST		
	Seattle, Washington, 98103		
Given Name:	Bharat Sharma		
Residence:	Redmond, Washington	Citizenship:	United Kingdom
Mailing Address:	22375 NE 101st PL		<del></del>
	Redmond, Washington, 98053		

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	(j)	any and all rights to collect royalties and other payments under or on account of any item in any of the foregoing categories (a) through (e) and (g) through (i).
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	STIMON tive sigr	IY WHEREOF, I hereunto set my hands and seals the day and year set opposite my nature.
Invento	or[s]:	

Pankaj Datta

\_\_\_\_ Date

Inventor's Name:

Inventor's Signature:

Inventor's Name:	Darrick P. Lew
Inventor's Name:	Bharat Sharma
Inventor's Signature:	Date

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Given Name:	Pankaj Datta		
Residence;	Acton, Massachusetts	Citizenship:	United States
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	Acton, Massachusetts, 01720		· -
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(4)		nant that no assignment, grant, mortgage, license, or other agreement affecting the nts has been made to others or will be made to others, and that full right to convey the nts as herein expressed is possessed.
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IN TES	•	IEREOF, I hereunto set my hands and seals the day and year set opposite my
Invento	or's Name:	Pankaj Datta
Invento	or's Signature:	Date
		1.

Inventor's Name:	Darrick P. Lew	
Inventor's Signature:	Date	
Inventor's Name:	Bharat Sharma	
Inventor's Signature:	Bhavat Shorma Date	<u>la4/15</u>

**RECORDED: 03/18/2016**