# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

on v1.1 EPAS ID: PAT3813623

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
SHEHBAZ JAFFER	03/23/2016
SETHURAMAN SUBBIAH	02/27/2016
KEITH ARNOLD SMITH	02/29/2016
GIRIDHAR APPAJI NAG YASA	03/23/2016

## **RECEIVING PARTY DATA**

Name:	NETAPP, INC.
Street Address:	495 E. JAVA DRIVE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94089

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15055484

## **CORRESPONDENCE DATA**

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Address Line 4: AUSTIN, TEXAS 78731

ATTORNEY DOCKET NUMBER:	124.P01-010681.01.US.PRI	
NAME OF SUBMITTER:	JUDITH HUERTA	
SIGNATURE:	/Judith Huerta/	
DATE SIGNED:	04/04/2016	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
	-	

**Total Attachments: 6** 

PATENT REEL: 038182 FRAME: 0870

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PATENT REEL: 038182 FRAME: 0871

#### DECLARATION AND ASSIGNMENT

# APPLICATION NO.: 15/055,484 DOCKET NUMBER: 124.P01-010681.01.US.PRI TITLE: RISK BASED REBUILD OF DATA OBJECTS IN AN ERASURE CODED STORAGE SYSTEM

As an inventor, I declare that:

This declaration is directed to the patent application(s) accompanying this declaration and assignment. The patent application(s) accompanying this Declaration and Assignment is referred to as the "Application." The term "Invention" means any disclosure, invention, improvement, or discovery disclosed in the Application.

# I affirm the following:

- 1) the Application was made or authorized to be made by me;
- I believe that I am the original inventor or an original joint inventor of a claimed Invention;
- 3) I have reviewed and understand the content of the Application, including the claims; and
- 4) I am aware that I have a duty to disclose to the United States Patent and Trademark. Office all information known to me to be material to patentability as defined by 35 U.S.C. §1.56(b).

NetApp, Inc., a Delaware corporation having a place of business at 495 East Java Drive, Sunnyvale, California 94089 and any of its successors, legal representatives, and assigns, agrees to acquire, and I agree to grant to NetApp, Inc. the entire worldwide right, title, and interest in and to the Invention and in and to any Application and any patents that might arise from the Application.

I hereby assign or have assigned, and otherwise transfer or have transferred to **NetApp**, **Inc.** my entire worldwide right, title, and interest in and to the Invention, the Application, and any and all other patent applications and patents for the Invention which may be applied for or granted therefrom in the United States and in all foreign countries and jurisdictions, including all divisionals, continuations, reissues, reexaminations, renewals, extensions, counterparts, substitutes, and extensions thereof, and all rights of priority resulting from the filing of such applications and granting of such patents.

In addition, each undersigned inventor authorizes and requests the Director of the United States Patent and Trademark Office to issue any United States Patent, and foreign patent authorities to issue any foreign patent, granted for the Invention, to NetApp, Inc., its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the same to be held and enjoyed by NetApp, Inc., its successors, legal representatives, and assigns to the full end of the terms for which any and all such patents may be granted, as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made.

PATENT REEL: 038182 FRAME: 0872 Each undersigned inventor also agrees to execute any and all documents and instruments and perform all lawful acts reasonably related to recording this Assignment or perfecting title to the Invention and all related patents and applications, for **NetApp, Inc.**, its successors, legal representatives, and assigns, whenever requested by **NetApp, Inc.**, its successors, legal representatives, or assigns.

The undersigned inventor further agrees to: (a) cooperate with **NetApp**, **Inc.** in the protection of the Invention and prosecution of domestic and foreign patent applications claiming the Invention; (b) execute, verify, acknowledge and deliver further documents, including patent applications and instruments of transfer; and (c) perform such other acts as **NetApp**, **Inc.** lawfully may request to obtain or maintain any patent arising from the Application and any and all applications and registrations for the Invention in any and all countries.

Each undersigned inventor acknowledges their prior and ongoing obligations to sell, assign, and transfer the rights under this Assignment to NetApp, Inc. and is unaware of any reason why they may not have the full and unencumbered right to assign and transfer the rights hereby assigned, and transferred, and has not executed, and will not execute, any document or instrument in conflict herewith. Each undersigned inventor also hereby grants NetApp, Inc., its successors, legal representatives, and assigns, the right to insert in this Assignment any further identification (including, but not limited to, the Application) which may be necessary or desirable for recordation of this Assignment. This Assignment is governed by the substantive laws of the State of California, and any disputes will be resolved in a California state court or federal court sited in California.

The undersigned permit(s) this document to be modified to include the patent application number assigned by the United States Patent and Trademark Office.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.

(1) Legal Name of Inventor: David Anthony Slik

Signature:	Feb 25, 2016
(2) Legal Name of Inventor: Shehbaz Jaffer	
Shehbaz Taffer. Signature:	Mar 23, 2016

(3) Legal Name of Inventor: Sethuraman Subbiah	
Signature: Sethuraman Subbiah.	Feb 27, 2016
(4) Legal Name of Inventor: Keith Arnold Smith	
Signature:	Date:
(5) Legal Name of Inventor: Giridhar Appaji Nag Yasa	
Signature:	Date:
(6) Legal Name of Inventor: Atish Kathpal	
Atish Kothool Signature:	Feb 26, 2016

## **DECLARATION AND ASSIGNMENT**

# APPLICATION NO.: <u>15/055,484</u> DOCKET NUMBER: 124.P01-010681.01.US.PRI TITLE: RISK BASED REBUILD OF DATA OBJECTS IN AN ERASURE CODED STORAGE SYSTEM

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- 3) I have reviewed and understand the content of the Application, including the claims; and
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**NetApp, Inc.**, a Delaware corporation having a place of business at 495 East Java Drive, Sunnyvale, California 94089 and any of its successors, legal representatives, and assigns, agrees to acquire, and I agree to grant to **NetApp, Inc.** the entire worldwide right, title, and interest in and to the Invention and in and to any Application and any patents that might arise from the Application.

I hereby assign or have assigned, and otherwise transfer or have transferred to **NetApp, Inc.** my entire worldwide right, title, and interest in and to the Invention, the Application, and any and all other patent applications and patents for the Invention which may be applied for or granted therefrom in the United States and in all foreign countries and jurisdictions, including all divisionals, continuations, reissues, reexaminations, renewals, extensions, counterparts, substitutes, and extensions thereof, and all rights of priority resulting from the filing of such applications and granting of such patents.

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PATENT REEL: 038182 FRAME: 0875 Each undersigned inventor also agrees to execute any and all documents and instruments and perform all lawful acts reasonably related to recording this Assignment or perfecting title to the Invention and all related patents and applications, for **NetApp, Inc.**, its successors, legal representatives, and assigns, whenever requested by **NetApp, Inc.**, its successors, legal representatives, or assigns.

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(1) Legal Name of Inventor: <b>David Anthony Slik</b>		
Signature:	Date:	
(2) Legal Name of Inventor: Shehbaz Jaffer		
Signature:	Date:	

(3) Legal Name of Inventor: Sethuraman Subbiah	
Signature:	Date:
(4) Legal Name of Inventor; Keith Arnold Smith	
Signature:	Date:
(5) Legal Name of Inventor: Giridhar Appaji Nag Yasa	
Signature:	Date: 23/03/2016
(6) Legal Name of Inventor: Atish Kathpal	•
Signature:	Date:

PATENT REEL: 038182 FRAME: 0877

**RECORDED: 04/04/2016**