503794106 04/21/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3840753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AUTONOMY, INC.	09/30/2015

RECEIVING PARTY DATA

Name:	KEEPITSAFE, INC.
Street Address:	6922 HOLLYWOOD BLVD.
Internal Address:	#500
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90028

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	09465436

CORRESPONDENCE DATA

Fax Number: (310)820-5988

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: 310.207.3800

Email: fip_group@bstz.com, samantha_fang@bstz.com **Correspondent Name:** BLAKELY, SOKOLOFF, TAYLOR, & ZAFMAN, LLP

Address Line 1: 1279 OAKMEAD PARKWAY

Address Line 4: SUNNYVALE, CALIFORNIA 94085

ATTORNEY DOCKET NUMBER:	2964P123
NAME OF SUBMITTER:	FARZAD E. AMINI
SIGNATURE:	/Farzad E. Amini/
DATE SIGNED:	04/21/2016

Total Attachments: 6

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PATENT REEL: 038345 FRAME: 0828

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "<u>Assignment</u>") is made and entered into as of September 30, 2015 ("<u>Effective Date</u>") by and among Autonomy, Inc., a New Jersey corporation and wholly owned subsidiary of HP ("<u>Autonomy</u>"), Longsand Limited, a private limited company incorporated under the laws of England and Wales with company number 04598955 and wholly owned subsidiary of HP ("<u>Longsand</u>" and together with Autonomy, each an "<u>Assignor</u>" and collectively, "<u>Assignors</u>"), and KeepItSafe, Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Hewlett Packard Company, a Delaware corporation ("<u>HP</u>"), Autonomy, Inc., a New Jersey corporation ("<u>Autonomy</u>"), and Assignee entered into that certain Asset Purchase Agreement, dated as of August 31, 2015 (as amended, the "<u>Purchase Agreement</u>"), pursuant to which HP and Autonomy agreed to assign or cause the assignment of certain patent applications and registrations to Assignee;

WHEREAS, capitalized terms used but not otherwise defined herein shall have those meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, each Assignor wishes to assign to Assignee, and Assignee wishes to acquire from each Assignor, the patent applications and registrations set forth on <u>Schedule A</u> attached hereto (collectively, the "<u>Patents</u>").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Each Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignee as the assignee and owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Each Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents, to assist Assignee in obtaining, perfecting, sustaining, defending and/or enforcing the Patents. Such assistance shall include providing, and obtaining from the respective inventors, 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

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proceedings, infringement or other court actions and the like with respect to the Patents. If Assignee is unable for any reason whatsoever to secure either Assignor's signature to any document it is entitled to under this Assignment, Assignors hereby irrevocably designate and appoint Assignee and their duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignors, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignors.

The terms of the Purchase Agreement, including but not limited to HP's representations, warranties, covenants, agreements and indemnities relating to the Patents, are incorporated herein by this reference. Assignors acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. The parties may execute this Assignment in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile or PDF signature and such facsimile or PDF signature shall be deemed an original. The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignors, their successors, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

[signatures to follow]

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IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:
KEEPITSAFE, INC.
By: Sellala
Name: Steve Dunn
Name: Steve Dran Title: President and Trasure.
ASSIGNORS:
AUTONOMY, INC.
By:
Name:
Title:
LONGSAND LIMITED
Ву:
Name:
Title:

[Signature Page to US Patent Assignment Agreement]

PATENT REEL: 038345 FRAME: 0831 IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:
KEEPITSAFE, INC.
By:
Name:
Title:
ASSIGNORS:
AUTONOMY GLINC. Chris Yelland Name: Chris Yelland
Name: Chris Yelland
Title: Director
LONGSAND LIMITED
By:
Name:
Title

[Signature Page to US Patent Assignment Agreement]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:
KEEPITSAFE, INC.
Ву:
Name:
Title:
ASSIGNORS:
AUTONOMY, INC.
Ву:
Name:
Title:
LONGSAND JAIMITED
By: Chiffson Velland Name: Chiffson Velland
Name: Chiris 44 14 14 14 14 14 14 14 14 14 14 14 14
Title: Director

[Signature Page to US Patent Assignment Agreement]

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RECORDED: 04/21/2016

SCHEDULE A

Longsand Patents:

PATENTS AND PATENT APPLICATIONS

files	5/13/2024 files	12/28/2010	Granted	7860832	20070294321	11/754785	US
Systems and methods for maintaining data							
files	5/13/2024 files	5/29/2007	Granted	7225208	20050071390	10/675399	US
Systems and methods for backing up data							
files	12/16/2019 files	8/17/2004	Granted	6779003		09/465435	US
Systems and methods for backing up data							
files	12/16/2019 files	9/23/2003	Granted	6625623		09/465408	US
Systems and methods for backing up data							
files	10/11/2020 files	1/5/2010	Granted	7644113	20070208783	11/743875	US
Systems and methods for backing up data							
files	12/16/2019 files	2/25/2003	Granted	6526418		09/465411	US
Systems and methods for backing up data							
2030 backward deltas	2/24/2030	8/14/2012	Granted	8244685	20110208755	12/711413	US
Data restoration utilizing forward and							
files	12/16/2019 files	3/9/2004	Granted	6704755	20020174139	10/152060	US
Systems and methods for backing up data							
files	12/16/2019 files	10/1/2002	Granted	6460055		09/465485	US
Systems and methods for backing up data							
files	12/16/2019 files	1/25/2005	Granted	6847984		09/465436	US
Systems and methods for backing up data							
/2031 protected data storage	6/10/2031	11/13/2012	Granted	8312237	20110246424	12/789166	US
Automated relocation of in-use multi-site							
/2031 Real time backup storage node assignment	1/10/2031	4/2/2013	Granted	8412899	20110246735	12/790033	US
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Application Title	Expiry Date	Granted Date	Patent Status	Patent Number	Publication Number	Application Number	Country
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PATENT REEL: 038345 FRAME: 0834