

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3841376

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
INTELLIGENT INTELLECTUAL PROPERTY HOLDINGS 2 LLC	07/22/2014
RECEIVING PARTY DATA	
Name:	PS12 LUXCO S.A.R.L.
Street Address:	208, VAL DES BONS MALADES
City:	L-2121 LUXEMBOURG
State/Country:	LUXEMBOURG
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9058123
Application Number:	13829358
Application Number:	13829835
Application Number:	14334502
Application Number:	13925410
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	0035314116132
Email:	docketing@longitudelicensing.ie
Correspondent Name:	LONGITUDE LICENSING LTD
Address Line 1:	1ST FLOOR, EUROPA HOUSE
Address Line 2:	HARCOURT CENTRE, HARCOURT STREET
Address Line 4:	DUBLIN 2, IRELAND D02 WR20
ATTORNEY DOCKET NUMBER:	IIPH2-PS12
NAME OF SUBMITTER:	AUDREY GANNON
SIGNATURE:	/Audrey Gannon/
DATE SIGNED:	04/22/2016
Total Attachments: 5	

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**ASSIGNMENT AND ASSUMPTION
AGREEMENT**

This Assignment and Assumption Agreement (this "Agreement"), is made and entered into as of March 10, 2016 by and between INTELLIGENT INTELLECTUAL PROPERTY HOLDINGS 2 LLC ("Assignor") and PS12 LUXCO S.A.R.L., ("Assignee"). The Effective Date of this Agreement shall be July 22, 2014 regardless of the date of signature.

RECITALS

WHEREAS, Assignor desires to assign, and Assignee has agreed to assume, all of Assignor's rights, duties, obligations and liabilities under that certain Assignment Confirmation and Agreement between Assignor and Fusion-io Inc., dated April 23, 2015 but effective July 22, 2014 and all other contracts, agreements, instruments and documents related thereto (the "Assumed Contracts").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Assignment and Assumption of Assumed Liabilities.

(a) Assignor hereby assigns to Assignee, its successors and assigns, and Assignee hereby assumes, the Assumed Contracts, including all rights, duties, obligations and liabilities of Assignor thereunder.

(b) Assignor hereby authorizes and directs all obligors under any Assumed Contracts, to deliver any checks, drafts, payments or warrants to be issued or paid to Assignor pursuant to the Assumed Contracts to Assignee; and Assignor further authorizes Assignee to receive such checks, drafts, payments or warrants from such obligors and to endorse Assignor's name on them and to collect all funds due or to become due under any such Assumed Contracts.

(c) Any payment that may be received by Assignor to which Assignee is entitled by reason of this Agreement or the Purchase Agreement shall be received by Assignor as trustee for Assignee, and will be immediately delivered to Assignee without commingling with any other funds of Assignor.

(d) Notice of the assignment under this Agreement may be given at the option of either Assignee or Assignor to Fusion-io or to such parties' duly authorized agents.

(e) Assignor hereby appoints Assignee, its successors and assigns, as the true and lawful attorney-in-fact of Assignor, with full power of substitution, having full right and authority, in the name of Assignor, to collect or enforce for the account of Assignee, liabilities and obligations of third parties under the Assumed Contracts; to institute and prosecute all

proceedings Assignee may deem proper in order to enforce any claim to obligations owed under the Assumed Contracts, to defend and compromise any and all actions, suits or proceedings in respect of the Assumed Contracts, and to do all such acts in relation to the Assumed Contracts that Assignee may deem advisable. Assignor agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Assignor.

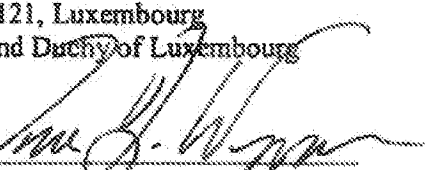
3. Further Assurances. Assignor shall take all such action requested by Assignee and execute and deliver all such documents, instruments and conveyances requested by Assignee in order to implement expeditiously the transactions contemplated by this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption Agreement to be duly executed on their behalf on the date first above written.

ASSIGNEE:

PS12 Luxco S.à.r.l.,
208, Val des Bons Malades
L-2121, Luxembourg
Grand Duchy of Luxembourg

By: 

Name: Tom Wippman

Title: Manager A

By: _____

Name: _____

Title: Manager B

ASSIGNOR:

Intelligent Intellectual Property Holdings 2 LLC
Address: 1209 Orange Street
Wilmington, Delaware 19801 USA

By: PS12 Luxco S.à.r.l., as sole member

Name: 

Tom Wippman

Name: _____

Manager B

Title: Officer/Authorised Signatory
of PS12 Luxco S.à.r.l.,

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption Agreement to be duly executed on their behalf on the date first above written.

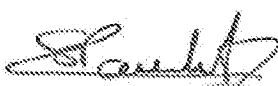
ASSIGNEE:

PS12 Luxco S.à.r.l.,
208, Val des Bons Malades
L-2121, Luxembourg
Grand Duchy of Luxembourg

By: _____

Name: Tom Wippman

Title: Manager A

By:  _____

Name: Sebastian Paruchot

Title: Manager B

ASSIGNOR:

Intelligent Intellectual Property Holdings 2 LLC
Address: 1209 Orange Street
Wilmington, Delaware 19801 USA

By: PS12 Luxco S.à.r.l., as sole member

Name: _____

Tom Wippman

Title: Officer/Authorised Signatory
of PS12 Luxco S.à.r.l.,

Name:  _____

Manager B

Sebastian Paruchot

[Signature Page to Assignment and Assumption Agreement]

**APPENDIX
("Patents")**

1. US Ser. No. 14334502
2. US Ser. No. 13829835
3. PCT/US2013/57366
4. US Ser. No. 61696126
5. US Ser. No. 13829358
6. US Ser. No. 14262581
7. US Ser. No. 13925410
8. US Ser. No. 61663464