# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4122743

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|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | ASSIGNMENT |

**CONVEYING PARTY DATA**

| Name | Execution Date |
|---|---|
| EMC CORPORATION | 11/25/2013 |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | NUREGO INC. |
| **Street Address:** | 107 SPRING STREET |
| **City:** | SEATTLE |
| **State/Country:** | WASHINGTON |
| **Postal Code:** | 98104 |

**PROPERTY NUMBERS Total: 1**

| Property Type | Number |
|---|---|
| **Application Number:** | 14518646 |

**CORRESPONDENCE DATA**

**Fax Number:** (508)293-7189

***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:** 508-293-6985
**Email:** docketing@emc.com
**Correspondent Name:** EMC IP HOLDING COMPANY LLC
**Address Line 1:** 176 SOUTH STREET
**Address Line 4:** HOPKINTON, MASSACHUSETTS 01748

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | EMC-13-0639(PRO)ORD1 |
| **NAME OF SUBMITTER:** | ROBERT KEVIN PERKINS |
| **SIGNATURE:** | /Robert Kevin Perkins/ |
| **DATE SIGNED:** | 11/01/2016 |

**Total Attachments: 8**

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# ASSIGNMENT/LICENSE OF TECHNOLOGY AGREEMENT

This Assignment/License of Technology Agreement (this "***Agreement***") is made and entered into effective as of November 25, 2013 (the "***Effective Date***") by and between Nurego Inc., a Delaware corporation (the "***Company***"), and EMC Corporation, a Massachusetts corporation ("***EMC***").

A. The parties are entering into this Agreement [redacted]

B. EMC is the owner of the Technology (as defined below), and desires to assign and transfer to the Company all of its right, title and interest in and to the Assigned Assets and other related rights, subject to the Retained Rights; and

C. The Company desires that EMC shall retain the Retained Rights to the Assigned Assets.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. Certain Definitions.** As used herein, the following terms will have the meanings set forth below:

1.1 Technology. The term "***Technology***" shall have the meaning given to such term on Exhibit A to this Agreement.

1.2 Intellectual Property Rights. The term "***Intellectual Property Rights***" means, collectively, all worldwide patents and patent applications, including but not limited to any patents and patent applications listed on Exhibit A hereto, patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, domain names and registrations and/or applications for any or all of the foregoing, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill and all other intellectual property rights and proprietary rights relating in any way to the Technology or any Embodiment, whether arising under the laws of the United States of America or the laws of any other state, country or jurisdiction.

1.3 Embodiment. The term "***Embodiment***" means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, diskettes, manuscripts and other items describing all or any part of the Technology, any Intellectual Property Rights or any information related thereto or in which all of any part of the Technology, any Intellectual Property Right or such information is set forth, embodied, recorded or stored.

1.4 Assigned Assets. The term "***Assigned Assets***" refers to the Technology, all Intellectual Property Rights, and all Embodiments, collectively.

1.5 Retained Rights. The term "***Retained Rights***" means non-exclusive, worldwide, perpetual, irrevocable, royalty-free, no-charge rights under patents, copyrights, trade secrets, and any other applicable intellectual property rights: (a) to use, operate, make, have made, reproduce, create derivative works, sell, offer for sale, import, and distribute; (b) to publicly perform, publicly display, broadcast, transmit, distribute, license, rent, lease and lend copies and derivative works; and (c) to sublicense to third parties the foregoing rights, including the right to further sublicense to additional third parties.

2. **Assignment.** EMC hereby forever sells, assigns, transfers, releases and conveys to the Company, and its successors and assigns, EMC's entire right, title and interest in and to the Assigned Assets, subject to EMC's Retained Rights in the Assigned Assets. EMC agrees to deliver all Embodiments of all Technology to the Company at a location designated by the Company no later than the date of this Agreement.

3. **Retained Rights.** The Company hereby agrees that EMC retains Retained Rights in and to the Assigned Assets. In the event an issue arises concerning ownership of the Assigned Assets, the Company agrees that the Company shall have the burden of proving, by clear and convincing evidence, the Company's ownership of such Assigned Assets. All rights and licenses granted to EMC by Company under this Agreement, including the Retained Rights and except for any rights in trademarks, are, for purposes of Section 365(n) of Title 11 of the United States Bankruptcy Code ("Code"), licenses to rights in "intellectual property" as defined in the Code. The parties agree that EMC shall retain and may fully exercise all of its rights under the Code.

4. **EMC Representations and Warranties.** EMC represents and warrants to the Company that EMC is the sole owner, inventor and/or author of, and that EMC owns, and can grant exclusive right, title and interest in and to, each of the Assigned Assets and that none of the Assigned Assets are subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with the Company's use, or exercise of ownership of, any Assigned Asset. EMC further represents and warrants to the Company that it is not aware of any claim by any third party to any rights of any kind in or to any of the Assigned Assets. EMC agrees to promptly notify the Company upon becoming aware of any such claims.

5. **Company Representations and Warranties.** The Company represents and warrants to EMC that it has the full right, power and authority to enter into and perform its obligations under this Agreement. The Company further represents and warrants to EMC that it is not aware of any claim by any third party to any rights of any kind in or to any of the Assigned Assets. Company agrees to promptly notify EMC upon becoming aware of any such claims.

6. **Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. EMC further agrees, promptly upon request of the Company, or any of its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for any Intellectual Property Right or other intellectual property right protection, or any other papers which may be reasonably necessary or desirable to fully secure to the Company, its successors and assigns, all

right, title and interest in and to each of the Assigned Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving said rights and any adjudication of the same.

[redacted]

**8. General Provisions.**

8.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its body of laws pertaining to conflict of laws.

8.2 Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement, subject to EMC's Retained Rights therein. An assignment by operation of law includes, without limitation, (a) a merger, reorganization, consolidation or other transaction in which the shareholders of such party before such merger, reorganization, consolidation or other transaction own less than fifty percent (50%) of the outstanding voting equity securities of the surviving corporation, (b) a sale or other transfer of all or substantially all of the assets of such party, or (c) a transfer of more than fifty percent (50%) of the outstanding voting equity securities of such party in one transaction or a series of related transactions.

8.3 Notices. Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement upon the earlier of actual receipt or: (a) at the time of personal delivery, if delivery is in person; (b) when sent, if sent by facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (c) one (1) day after deposit with an express overnight courier for United States deliveries, or two (2) days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (d) three (3) days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices for delivery outside the United States will be sent by express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and

properly addressed to the party to be notified at the address set forth below the signature lines of this Agreement, or at such other address as such other party may designate by one of the indicated means of notice herein to the other parties hereto.

8.4 Titles and Headings. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

8.5 If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

8.6 Amendment and Waivers. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

8.7 Entire Agreement. This Agreement and the documents referred to herein, including but not limited to the Stock Purchase Agreement, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

8.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

8.9 Facsimile Signatures. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

**IN WITNESS WHEREOF**, the undersigned have executed this Assignment/License of Technology Agreement effective as of the date and year first above written.

| "COMPANY" | | "EMC" | |
|---|---|---|---|
| NUREGO INC. | | EMC CORPORATION | |
| By: | | By: | |
| Name: | Harel Kodesh | Name: | C. Matthew Olton |
| Title: | President and CEO | Its: | SVP, Corporate Development |
| Address: | | Address: | 176 South St Hopkinton, MA |

[SIGNATURE PAGE TO ASSIGNMENT OF TECHNOLOGY AGREEMENT]

**IN WITNESS WHEREOF**, the undersigned have executed this Assignment/License of Technology Agreement effective as of the date and year first above written.

| **"COMPANY"** | | **"EMC"** | |
|---|---|---|---|
| **NUREGO INC.** | | **EMC CORPORATION** | |
| By: | | By: | |
| Name: | Harel Kodesh | Name: | |
| Title: | President and CEO | Its: | |
| Address: | | Address: | |

[SIGNATURE PAGE TO ASSIGNMENT OF TECHNOLOGY AGREEMENT]

# EXHIBIT A

## Description of Technology and Certain Intellectual Property Rights

1. Description of Technology. The "Technology" is described as follows:

The code modules, documents, and provisional patent application (subject to Company's grant of Retained Rights to EMC) created by the following people, as applicable, [redacted] as set forth below:

Harel Kodesh
Ilia Gilderman
Harinderpal Hanspal (VMware)

[redacted]

Code Modules:

| Dates | Developer | Module |
|---|---|---|
| [redacted] | | |

Documents:

[redacted]

Provisional Patent Application:

EMC-13-0639PRO—Method and System for Cloud Services Business Management