

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MOHIT GUPTA	10/13/2016
SUBRAMANIAM PERIYAGARAM	10/13/2016
VANIA N. FANG	10/13/2016
ROBERT ENGLISH	05/20/1997
RAM KESAVAN	10/13/2016
RECEIVING PARTY DATA	
Name:	NETAPP, INC.
Street Address:	495 EAST JAVA DRIVE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13972620
CORRESPONDENCE DATA	
Fax Number:	(202)585-8080
<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:	202-585-8000
Email:	NPPatent@nixonpeabody.com, jallen@nixonpeabody.com
Correspondent Name:	NIXON PEABODY, LLP
Address Line 1:	799 9TH STREET NW
Address Line 2:	SUITE 500
Address Line 4:	WASHINGTON, D.C. 20001-4501
ATTORNEY DOCKET NUMBER:	072030-023000
NAME OF SUBMITTER:	KHALED SHAMI
SIGNATURE:	/Khaled Shami/
DATE SIGNED:	12/02/2016
Total Attachments: 12	

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ASSIGNMENT BY INVENTORS

This Assignment is by **Mohit GUPTA, Subramaniam PERIYAGARAM, Vania N. FANG, Robert ENGLISH, and Ram KESAVAN** (the "Assignors"). The Assignors have invented one or more certain inventions (the "Invention") described in a Patent application for Letters Patent of the United States entitled **SYSTEMS, METHODS, AND COMPUTER PROGRAM PRODUCTS IMPLEMENTING HYBRID FILE STRUCTURES FOR DATA STORAGE** (the "Application"), filed August 21, 2013 as U.S. Application No. 13/972,620. The Assignors authorize the Assignee, identified below, or its representatives to insert the application number of the Application when known.

NetApp, Inc., a corporation of Delaware having its principal place of business at **495 East Java Drive, Sunnyvale, California 94089** ("Assignee"), desires to acquire the entire right, title and interest in and to the Invention(s) and the Application, and in and to any patents (collectively, "Patents") that may be granted for the Invention(s) in the United States or in any foreign countries.

For valuable consideration, the receipt and sufficiency of which Assignors acknowledge, Assignors hereby sell, assign, and transfer to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to: the Invention(s), the Application, and any Patents; any divisions, continuations, and continuations-in-part of the Application and any other application claiming priority rights from the Application; any reissues, reexaminations, or extensions of any and all Patents; the right to file foreign applications directly in the name of Assignee; and the right to claim priority rights deriving from the Application (collectively, the "Rights"). Assignors warrant that Assignors own the Rights, and that the Rights are unencumbered. Assignors also agree to not sign any writing or do any act conflicting with this assignment, and, without further compensation, sign all documents and do such additional acts as Assignee deems necessary or desirable to: perfect Assignee's enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignors request the Commissioner of Patents to issue any Patent of the United States that may be issued on the Invention(s) to Assignee. This Assignment may be executed in counterparts.

Date: _____

Signature: 
Mohit Gupta (Oct 13, 2016)
Mohit GUPTA

Date: _____

Signature: _____
Subramaniam PERIYAGARAM

Date: _____

Signature: _____
Vania N. FANG

Date: _____

Signature: _____
Robert ENGLISH

Date: _____

Signature: _____
Ram KESAVAN

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Date: _____

Signature: _____
Mohit GUPTA

Date: _____

Signature: Subramaniam Periyagaram
subramaniam Periyagaram (Oct 13, 2016)

Subramaniam PERTYAGARAM

Date: _____

Signature: _____
Vania N. FANG

Date: _____

Signature: _____
Robert ENGLISH

Date: _____

Signature: _____
Ram KESAVAN

ASSIGNMENT BY INVENTORS

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Date: _____

Signature: _____
Mohit GUPTA

Date: _____

Signature: _____
Subramaniam PERIYAGARAM

Date: _____

Signature: *Vania Fang*
Vania Fang (Oct 13, 2016)
Vania N. FANG

Date: _____

Signature: _____
Robert ENGLISH

Date: _____

Signature: _____
Ram KESAVAN

PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

The following confirms an agreement between me and Network Appliance Corporation, a California corporation (the "Company"), which is a material part of the consideration for my employment by the Company:

A. I understand that the Company possesses Proprietary Information which is important to its business. For purposes of this Agreement, "Proprietary Information" is information that was developed, created, or discovered by the Company, or which became known by, or was conveyed to the Company, which has commercial value in the Company's business. "Proprietary Information" includes, but is not limited to, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, toolings, documentation, recorded data, schematics, source code, object code, master works, master databases, algorithms, flow charts, formulae, circuits, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, marketing, forecasts, pricing, customers, the salaries, duties, qualifications, performance levels, and terms of compensation of other employees, and/or cost or other financial data concerning any of the foregoing or the Company and its operations generally. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information.

B. I understand that the Company possesses "Company Documents" which are important to its business. For purposes of this Agreement, "Company Documents" are documents or other media that contain Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others. "Company Documents" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents.

C. In consideration of my employment by the Company and the compensation received by me from the Company from time to time, I hereby agree as follows:

1. All Proprietary Information and all patents, copyrights and other rights in connection therewith shall be the sole property of the Company. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of an officer of the Company, except as may be necessary in the ordinary course of performing my duties to the Company. Nothing contained herein will prohibit an employee from disclosing to anyone the amount of his or her wages.

2. All Company Documents shall be the sole property of the Company. I agree that during my employment by the Company, I will not remove any Company Documents from the business premises of the Company or deliver any Company Documents to any person or entity outside the Company, except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Documents, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i)

my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement

3. I will promptly disclose in writing to my immediate supervisor, with a copy to the President of the Company, or to any persons designated by the Company, all "Inventions", which includes all improvements, inventions, works of authorship, mask works, computer programs, formulas, ideas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or developed by me, either alone or jointly with others, during the term of my employment. I will also disclose to the President of the Company all things that would be Inventions if made during the term of my employment, conceived, reduced to practice, or developed by me within six (6) months of the termination of my employment with the Company. Such disclosures shall be received by the Company in confidence and do not extend the assignment made in Section 4 below. I will not disclose Inventions to any person outside the Company unless I am requested to do so by management personnel of the Company.

4. I agree that all Inventions which I make, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of the Company to the maximum extent permitted by Section 2870 of the California Labor Code, a copy of which is attached and hereby assign such Inventions and all rights therein to the Company. No assignment in this Agreement shall extend to inventions, the assignment of which is prohibited by Labor Code section 2870. The Company shall be the sole owner of all patents, copyrights and other intellectual property or other rights in connection therewith.

5. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in obtaining, maintaining, defending and enforcing patents, copyrights or other rights on such Inventions and improvements in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

6. I have attached hereto a complete list of all Inventions or improvements to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions and improvements at the time of signing this Agreement.

7. During the term of my employment and for one (1) year thereafter, I will not encourage or solicit any employee of the Company to leave the Company for any reason. However, this obligation shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel.

8. I agree that during my employment with the Company I will not engage in any employment, business, or activity that is in any way competitive with the business or proposed business of the Company, and I will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. The provisions of this paragraph shall apply both during normal working hours and at all other times including, but not limited to, nights, weekends and vacation time, while I am employed by the Company.

9. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company

D. I agree that I have the right to resign and the Company has the right to terminate my employment at any time, for any reason, with or without cause. This is the full and complete agreement between myself and the Company on this term.

E. I agree that this Agreement does not purport to set forth all of the terms and conditions of my employment, and that as an employee of the Company I have obligations to the Company which are not set forth in this Agreement.

F. I agree that my obligations under paragraphs C(1) through C(5) and paragraph C(7) of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine.

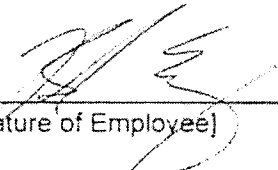
G. I agree that any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be unenforceable under applicable California law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

H. This Agreement shall be effective as of the date I execute this Agreement and shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

I. This Agreement can only be modified by a subsequent written agreement executed by the President of the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Dated: 5-20-97


[Signature of Employee]

Bob English
[Print Name of Employee]

EXHIBIT A

1. The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Network Appliance Corporation (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement.

_____ No inventions or improvements

_____ See below:

_____ Additional sheets attached

2. I propose to bring to my employment the following materials and documents of a former employer.

_____ No materials or documents

_____ See below:

Employee

ASSIGNMENT BY INVENTORS

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Date: _____

Signature: _____
Mohit GUPTA

Date: _____

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Subramaniam PERIYAGARAM

Date: _____

Signature: _____
Vania N. FANG

Date: _____

Signature: _____
Robert ENGLISH

Date: _____

Signature: Ram Kesavan
Ram Kesavan (Oct 13, 2016)

Ram KESAVAN