

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MORGAN STANLEY	05/05/2017
RECEIVING PARTY DATA	
Name:	ILLUMIO, INC.
Street Address:	160 SAN GABRIEL DRIVE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94086
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7991899
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	30025-37328
NAME OF SUBMITTER:	BRIAN M. HOFFMAN, REG. NO. 39,713
SIGNATURE:	/Brian Hoffman/
DATE SIGNED:	05/15/2017
Total Attachments: 2	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("**Assignment**") dated as of March 28, 2017 (the "**Effective Date**"), is made by and between by and between **Illumio, Inc.**, with an office at 160 San Gabriel Drive, Sunnyvale, CA 94086 ("**Assignee**"), and **Morgan Stanley**, with an office at 1585 Broadway, New York, NY 10036 MORGAN STANLEY, a Delaware corporation ("**Assignor**").

WHEREAS, Assignor is the owner of the patents and patent applications identified at Table A below (collectively, the "Patents");

Table A

Country	Patent No.	Status	Serial No.	Filing Date
U.S.	7,991,899	Granted	11/900,358	Sept. 11, 2007

WHEREAS, Assignee desires to acquire the entire right, title and interest in the Patents;

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Patents.

2. Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. The parties hereto shall cooperate to execute and deliver such other documents and take all such other actions as reasonably necessary to effect the intent hereof.


3. Warranties. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY RIGHTS ASSIGNED HEREUNDER.

4. General Provisions. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.


5. Governing Law: Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both the Assignee and the Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court thereof for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

MORGAN STANLEY

By 
Name: Mitchell Bampy
Title: Managing Director
Date: May 5, 2017

ILLUMIO, INC.

By 
Name: DAVID HUH
Title: Sr. Director, Finance
Date: 5-5-2017