PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4576130

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
UPTHERE, INC.	08/28/2017

RECEIVING PARTY DATA

Name:	WESTERN DIGITAL TECHNOLOGIES, INC.
Street Address:	2855 E. COTTONWOOD PARKWAY, SUITE 100
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84121

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	9659023
Patent Number:	9411749
Patent Number:	9207866
Patent Number:	9183212
Patent Number:	9176871
Application Number:	15364919
Application Number:	14078738
Patent Number:	9075834
Patent Number:	9052824
Patent Number:	8631209
Application Number:	14819658

CORRESPONDENCE DATA

Fax Number: (408)414-1076

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: 408/414-1080
Email: DSakamoto@h35g.com
Correspondent Name: HICKMAN PALERMO BECKER BINGHAM LLP
Address Line 1:   1 ALMADEN BOULEVARD, FLOOR 12
Address Line 4:   SAN JOSE, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER:	60285-0010
NAME OF SUBMITTER:	BRIAN D. HICKMAN
SIGNATURE:	/BrianDHickman#35894/
DATE SIGNED:	08/31/2017

Total Attachments: 10
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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment"), effective as of August 28, 2017, is made and entered into by and between Upthere, Inc., a Delaware corporation (the "Assignor"), and Western Digital Technologies, Inc., a Delaware corporation (the "Assignee"). Capitalized terms which are used but not otherwise defined in this Assignment will have the meaning ascribed to such terms in the Purchase Agreement.

A.   Assignor and Assignee entered into that certain Asset Purchase Agreement, dated August 18, 2017 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase, among other things, the Patents owned by Assignor and used or held for use in, or necessary for the conduct of, the Business, including those set forth on Exhibit A hereto (the "Acquired Patents");

B.   Assignor is the owner of each of the Acquired Patents and desires to assign all of Assignor's right, title and interest in and to the Acquired Patents to Assignee; and

C.   The execution and delivery of this Assignment is a condition to Closing.

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

1.   Assignment. Effective upon Closing, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Acquired Patents, including all rights therein provided by international conventions and treaties, all rights of priority, extensions and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2.   Further Assurances. (a) Assignor will timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Acquired Patents, including in the (i) preparation and prosecution of any application for registration of the Acquired Patents, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with any of the Acquired Patents.

(b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Paragraph 2(a) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

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3.   Due Authorization. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other official of any applicable Governmental Authority to issue any and all registrations from any and all applications for registration included in the Acquired Patents to and in the name of Assignee.

4.   Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law that would result in the application of the laws of another jurisdiction other than the Federal laws of the United States of America. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the State of Delaware, and the parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.

5.   Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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Each party has caused this Assignment to be executed by its duly authorized representative.

WESTERN DIGITAL TECHNOLOGIES, INC.

By: _____
Michael Cordano
President and Chief Operating Officer

[Signature Page to Assignment of Patents]

Each party has caused this Assignment to be executed by its duly authorized representative.

UPTHERE, INC.

By: _____

Name: Chris Bourdon

Title: CEO

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REEL: 043466 FRAME: 0988

EXHIBIT A

PATENTS

Owner	Country	Title	Patent [Application] No.	Filing date	Expiration date
Upthere, Inc.	China	Detecting Deviation Between Replicas Using Bloom Filters	[201310741125.5]	12/27/2013	12/27/2032 (Based on filing date of US App. No. 13/728,133)
Upthere, Inc.	China	Chunk-Level Client Side Encryption In Hierarchical Content Addressable Storage Systems	[201410350664.0]	7/22/2014	7/22/2033 (Based on filing date of US App. No. 13/947,409)
Upthere, Inc. [Up There Inc.]	China	Reusable Content Addressable Stores As Building Blocks For Creating Large Scale Storage Infrastructures	ZL201310032545456 [201310032545.6]	1/28/2013	1/26/2032 (Based on filing date of US App. No. 13/358,742)

PATENT
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Owner	Country	Title	Patent/Application Number	Filing Date	Expiration
Upthere, Inc.	China	Content Addressable Stores Based On Sibling Groups	ZL 201310025460 [201310032546.0]	1/28/2013	1/26/2032 (Based on filing date of US App. No. 13/622,026)
Upthere, Inc.	China	Representing Directory Structure In Content-Addressable Storage Systems	[201410676825]	11/21/2014	11/21/2033 (Based on filing date of US App. No. 14/086,197)
Upthere, Inc.	China	Maintaining and Using Buffer Memory of Child-to-Parent Map in Content-Addressing Storage	[201510189318]	3/12/2015	3/12/2034 (Based on filing date of US App. No. 14/205,982)
Upthere, Inc.	Hong Kong	Representing Directory Structure In Content-Addressable Storage Systems	[15109513.2]	9/28/2015	11/21/2033 (Based on filing date of US App. No. 14/086,197)

Upthere, Inc.	Hong Kong	Reusable Content Addressable Stores As Building Blocks For Creating Large Scale Storage Infrastructure	[14102017.9]	2/28/2014	1/26/2032 (Based on filing date of US App. No. 13/358,742)
Upthere, Inc.	Hong Kong	Maintaining And Using A Cache Of Child-To-Parent Mappings In A Content-Addressable Storage System	[16100420.2]	1/14/2016	3/12/2034 (Based on filing date of US App. No. 14/205,982)
Upthere, Inc.	Hong Kong	Detecting Deviation Between Rep0licas Using Bloom Filters	[14112938.4]	12/25/2014	12/27/2032 (Based on filing date of US App. No. 13/728,133)
Upthere, Inc.	Hong Kong	Chunk-Level Client Side Encryption In Hierarchical Content Addressable Storage Systems	[15104164.5]	4/29/2015	7/22/2033 (Based on filing date of US App. No. 13/947,409)

Upthere, Inc.	Hong Kong	Content Addressable Stores Based On Sibling Groups	[14100969.1]	1/29/2014	9/18/2032 (Based on filing date of US App. No. 13/622,026)
Upthere, Inc.	United States	Maintaining And Using A Cache Of Child-To-Parent Mappings In A Content-Addressable Storage System	9,659,023 B2 [14/205,982]	3/12/2014	10/8/2035 (575 days PTA)
Upthere, Inc.	United States	Chunk-Level Client Side Encryption In Hierarchical Content Addressable Storage Systems	9,411,749 B2 [14/962,816]	12/8/2015	7/22/2033 (0 days PTA)
Upthere, Inc.	United States	Chunk-Level Client Side Encryption In Hierarchical Content Addressable Storage Systems	9,207,866 [13/947,409]	7/22/2013	5/4/2034 (286 days PTA)

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Owner	Country	Title	Number	Date	Expiration
Upthere, Inc.	United States	Representing Directory Structure In Content-Addressable Storage Systems	9,183,212 B2 [14/086,197]	11/21/2013	12/8/2032 (81 days PTA)
Upthere, Inc.	United States	Garbage Collection Of Chunks	9,176,871 B1 [13/760,945]	2/6/2013	10/21/2033 (257 days PTA)
Upthere, Inc.	United States	Content-Aware Filter Options For Media Object Collections	[15/364,919]	11/30/2016	11/13/2033 (subject to any PTA) (Continuation of US App. No. 14/078,738)
Upthere, Inc.	United States	Navigating Through Media Object Collection	[14/078,738]	11/13/2013	11/13/2033 (subject to any PTA)
Upthere, Inc.	United States	Media Content Management Device	[29/589,576]	1/3/2017	
Upthere, Inc.	United States	Media Content Management Device	[62/441,733]	1/3/2017	

Upthere, Inc.	United States	Detecting Deviation Between Replicas Using Bloom Filters	9,075,834 B2 [13/728,133]	12/27/2012	1/9/2034 (378 days PTA)
Upthere, Inc.	United States	Content Addressable Stores Based On Sibling Groups	9,052,824 B2 [13/622,026]	9/18/2012	11/5/2032 (284 days PTA)
Upthere, Inc.	United States	Reusable Content Addressable Stores As Building Blocks For Creating Large Scale Storage Infrastructures	8,361,209 B2 [13/358,742]	1/26/2012	6/5/2032 (141 days PTA)
Upthere, Inc.	United States	Sharing Groups for Capturing Digital Media	[14/819,658]	8/6/2015	

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