

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4638143

| | | |
|---|-------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | PACIFIC WESTERN BANK | 08/31/2017 |
| RECEIVING PARTY DATA | | |
| Name: | EBAY INC. | |
| Street Address: | 2145 HAMILTON AVENUE | |
| City: | SAN JOSE | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 95125 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 14732605 |
| 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> | | |
| Email: | request@slwip.com | |
| Correspondent Name: | SCHWEGMAN LUNDBERG & WOESSNER, P.A. | |
| Address Line 1: | P.O. BOX 2938 | |
| Address Line 4: | MINNEAPOLIS, MINNESOTA 55402-0938 | |
| ATTORNEY DOCKET NUMBER: | 2043.L09US1 | |
| NAME OF SUBMITTER: | TYLYN J. MOORE | |
| SIGNATURE: | /Tylyn J. Moore/ | |
| DATE SIGNED: | 10/12/2017 | |
| Total Attachments: 9 | | |
| source=2043L09US1_assignment#page1.tif | | |
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 2043.L09US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pacific Western Bank

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: August 31, 2017

2. Name and address of receiving party(ies):

Name: eBay Inc.

Street Address: 2145 Hamilton Avenue

City: San Jose State: California Zip: 95125

Country: United States of America

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 14/732,605

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James P. Janniello

Address:

Schwegman Lundberg & Woessner, P.A.

P.O. Box 2938

Minneapolis, Minnesota 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):\$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James P. Janniello/Reg. No. 54,197

Name of Person Signing

/ James P. Janniello / October 12, 2017

Signature

Date

Total number of pages including cover sheet: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT
REEL: 043852 FRAME: 0096

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of September 1, 2017, is by and between Pacific Western Bank, a California state chartered bank and successor in interest by merger to Square 1 Bank ("Secured Party"), Formation Data Systems, Inc. a Delaware corporation ("Assignor"), and eBay Inc., a Delaware corporation ("Assignee").

WHEREAS, Secured Party, on the one hand, and Assignor, on the other hand, are parties to that certain Loan and Security Agreement dated as of July 18, 2014 (such agreement, as amended, supplemented or modified, together with all documents, instruments and agreements related thereto, may be collectively referred to herein as the "Loan Documents");

WHEREAS, Assignor is the owner of certain intellectual property described in the attached Schedules A and B (the "Assigned IP");

WHEREAS, in order to secure Assignor's prompt payment and performance of its obligations under the Loan Documents, Assignor granted to Secured Party, and Secured Party currently possesses, a security interest in and lien upon Assigned IP;

WHEREAS, one or more Events of Default (as defined in the Loan Documents) has occurred and is continuing, and under the terms of the Loan Documents, such Events of Default entitle Secured Party to sell Assignor's right, title and interest in and to the Assigned IP in a foreclosure sale in accordance with the Uniform Commercial Code (the "Code");

WHEREAS, pursuant to that certain letter agreement dated May 31, 2017 (the "Letter Agreement"), Assignor has acknowledged such Event of Default and Secured Party's right to sell Assignor's right, title and interest in and to the Assigned IP pursuant to the Loan Documents and the Code, and Assignor has given Secured Party its consent to such sale;

WHEREAS, pursuant to the Loan Documents and the Letter Agreement, Assignor granted Secured Party an irrevocable power of attorney coupled with an interest, authorizing Secured Party to, *inter alia*, execute on Assignor's behalf documents necessary to facilitate and effectuate such sale;

WHEREAS, Secured Party and Assignee have entered into an Asset Purchase Agreement of substantially even date herewith ("Purchase Agreement") pursuant to which Secured Party is selling all of Assignor's and Secured Party's right, title and interest in and to the Assigned IP to Assignee; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the sum of US \$10 (Ten US Dollars) and other good and valuable consideration paid by the Assignee to

the Secured Party, the receipt and sufficiency of which is hereby acknowledged, Secured Party, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, Assignor and Secured Party transfer, convey, assign and deliver to Assignee and Assignee accepts all right, title and interest of Assignor and Secured Party in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill symbolized thereby and any and all trademark rights therein; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Assignment of Patents. Effective as of date hereof, Assignor and Secured Party transfer, convey, assign and deliver to Assignee and Assignee accepts all right, title and interest of Assignor and Secured Party in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").
3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Secured Party, Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of California without giving effect to the conflict of laws rules thereof.
5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

6. Miscellaneous. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

[Signature Pages Follows]

IN WITNESS WHEREOF, Assignor, Secured Party and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNED BY:

ASSIGNOR, FORMATION DATA SYSTEMS, INC.

By: [Signature]

Name: ALAN FAULKNER

Title: SVP

[Pacific Western Bank, as Attorney-in-Fact]

STATE OF NC)
) ss.
COUNTY OF Durham)

On [August 31], 2017, before me, [KERRY A. ROBESON], Notary Public, personally appeared ALAN FAULKNER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

KERRY A. ROBESON

Notary Public

[Signature]
(Signature of Notary)

Kerry A. Robeson
(Legibly Print or Stamp Name of Notary)

my commission expires: 08/05/2018

[Signature Page to Intellectual Property Assignment Agreement]

AGREED TO BY:

SECURED PARTY, PACIFIC WESTERN BANK

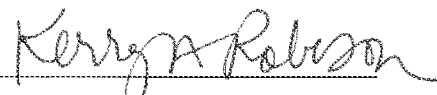
By: 

Name: ALAN FAULKNER

Title: SVP

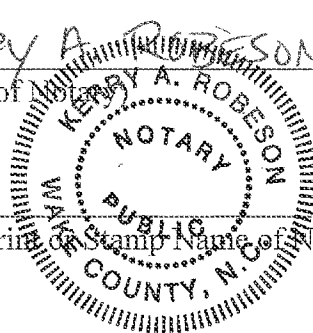
STATE OF NC)
) ss.
COUNTY OF Durham)

On August 31, 2017, before me, KERRY A. ROBESON,
Notary Public, personally appeared ALAN FAULKNER, who proved to me on
the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and
that by his signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.


Notary Public

KERRY A. ROBESON
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)



my commission expires: 08/05/2018

[Signature Page to Intellectual Property Assignment Agreement]

ACCEPTED BY:

ASSIGNEE, EBAY INC.

By: _____



Name: Mazen Al-Rawashdeh

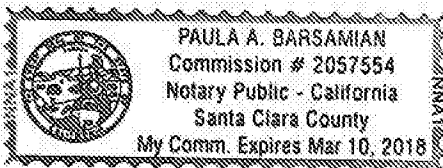
Title: Chief Infrastructure / Architect Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On August 31, 2017, before me, Paula A. Barsamian, Notary Public, personally appeared Mazen Rawashdeh, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Paula A. Barsamian
(Signature of Notary)

[Signature Page to Intellectual Property Assignment Agreement]

Schedule A-Trademarks

| MARK | COUNTRY | SERIAL NO. | FILE DATE | REG. NO. | REG. DATE |
|--------------|----------------|-------------------|------------------|-----------------|------------------|
| FormationOne | United States | 86644089 | May 28, 2015 | 5187149 | April 18, 2017 |

Schedule B-Patents and Patent Applications

| Title | Country | App No. | Filing Date | Patent No. | Issue Date |
|---|----------------|----------------|--------------------|-------------------|-------------------|
| Multi-tenant secure data deduplication using data association tables | United States | 14/229,226 | March 28, 2014 | 9,430,490 | August 30, 2016 |
| Efficient scalable I/O scheduling | United States | 14/229,690 | March 28, 2014 | 9,436,391 | September 6, 2016 |
| Dynamic storage tiering based on performance SLAs | United States | 14/614,779 | February 5, 2015 | 9,489,137 | November 8, 2016 |
| High-Performance Distributed Data Storage System with Implicit Content Routing and Data Deduplication | United States | 13/957,849 | August 2, 2013 | n/a | n/a |
| Multi-Layer Data Storage Virtualization Using a Consistent Data Reference Model | United States | 14/074,584 | November 7, 2013 | n/a | n/a |
| Assigning Storage Responsibility in a Distributed Data Storage System with Replication | United States | 14/495,431 | September 24, 2014 | n/a | n/a |
| Volume Admission Control for High-Performance Distributed Data Storage System | United States | 14/673,723 | March 30, 2015 | n/a | n/a |
| Data Storage Space Recovery | United States | 14/732,605 | June 5, 2015 | n/a | n/a |
| Assigning Storage Responsibility in a Distributed Data Storage System with Replication | United States | 15/337,836 | October 28, 2016 | n/a | n/a |