### 504616215 10/27/2017 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4662930

SUBMISSION TYPE:			NEW ASSIGNMENT		
NATURE OF CONVEY	ANCE:		ASSIGNMENT		
CONVEYING PARTY	DATA				
		1	Name		Execution Date
TEGILE SYSTEMS, IN	NC.				09/15/2017
RECEIVING PARTY	ΑΤΑ				
Name:	HGST, I	INC.			
Street Address:	5601 GF	REAT	OAKS PARKWAY		
City:	SAN JO	SE			
State/Country:	CALIFO	RNIA	·		
Postal Code:	95119				
				-	
Property Typ			Number	_	
Application Number:	-	15697	'152		
CORRESPONDENCE	DATA				
Fax Number:		the e	-mail address first: if that is u	nsuccessfu	ıl. it will be sent
Fax Number: Correspondence will	be sent to if provided	; if tha	-mail address first; if that is ur at is unsuccessful, it will be se		
Fax Number: <i>Correspondence will</i> <i>using a fax number, i</i> Email:	be sent to if provided	; <b>if th</b> a ohn@	<b>at is unsuccessful, it will be se</b> Phenkhaus-law.com		
Fax Number: <i>Correspondence will</i> <i>using a fax number, f</i> Email: Correspondent Name	be sent to if provided j e:	; <i>if thi</i> ohn@ JOHN	<b>at is unsuccessful, it will be se</b> Phenkhaus-law.com D. HENKHAUS		
Fax Number: <i>Correspondence will using a fax number, f</i> Email: Correspondent Name Address Line 1:	be sent to if provided j e:	;	<b>at is unsuccessful, it will be se</b> <sup>D</sup> henkhaus-law.com D. HENKHAUS SANTA TERESA BLVD. #203		
Fax Number: <i>Correspondence will</i> <i>using a fax number, f</i> Email: Correspondent Name	be sent to if provided j e:	;	<b>at is unsuccessful, it will be se</b> Phenkhaus-law.com D. HENKHAUS		
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Fax Number: <i>Correspondence will</i> <i>using a fax number, f</i> Email: Correspondent Name Address Line 1: Address Line 4:	be sent to if provided : : : : : : :	; if tha ohn@ JOHN 7052 S SAN J	<i>at is unsuccessful, it will be se</i> Phenkhaus-law.com D. HENKHAUS SANTA TERESA BLVD. #203 IOSE, CALIFORNIA 95139		
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#### **ASSIGNMENT OF PATENTS**

This ASSIGNMENT OF PATENTS (this "<u>Assignment</u>"), effective as of September 15, 2017, is made and entered into by and between Tegile Systems, Inc., a Delaware corporation (the "<u>Assignor</u>"), and HGST, Inc., a Delaware corporation (the "<u>Assignee</u>"). 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 28, 2017 (the "<u>Purchase Agreement</u>"), 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 <u>Exhibit A</u> hereto (the "<u>Acquired Patents</u>");

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. <u>Assignment</u>. 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. <u>Further Assurances</u>. (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 (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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PATENT REEL: 043975 FRAME: 0751 3. <u>Due Authorization</u>. 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. <u>Governing Law</u>. 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. <u>Counterparts</u>. 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.

[Remainder of page intentionally left blank]

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

TEGHNE SYSTEMS, INC. By: \_\_ Name: Michael Morgan Title: Chief Financial Officer

HGST, INC.

Ву:	
Name	
Title:	

(Signature Page to Assignment of Patents)

PATENT REEL: 043975 FRAME: 0753 Each party has caused this Assignment to be executed by its duly authorized representative.

#### **TEGILE SYSTEMS, INC.**

By:	
Name:	
Title: _	

HGST, INC.

By: Marcho

Name: Mark P. Long Title: Treasurer

[Signature Page to Assignment of Patents]

PATENT REEL: 043975 FRAME: 0754

# EXHIBIT A

## PATENTS

Title	Application Number	Date Filed	Patent Number	Status	Owner
Scalable Metadata Acceleration with Datapath Metadata Backup		3/14/2012	8407437	Issued	Tegile Inventor: Wen-Chen Cheng, et al
Persistent File Handle Object Container Memory Expiry	15409276	1/18/2017		Pending	Tegile Inventor: Senthilkumar Narayanasamy, et al
Intelligent Flash Architecture	15441248	2/24/2017		Pending	Tegile Inventor: Shailendra Tripathi, et al
A Dynamic Memory Shrinker for Metadata Optimization	15603414	5/23/2017		Pending	Tegile Inventor: Shailendra Tripathi, Daniel McGregor, et al
Scalable and Persistent L2 Adaptive Replacement Cache	15626101	6/17/2017		Pending	Tegile Inventor: Enyew Tan, Shailendra Tripathi, Daniel McGregor, et al
Predictable Client Latency Via Background File System Operations	62546080, 15697152	8/16/2017, 9/6/2017		Pending	Tegile Inventor: Shailendra Tripathi, Enyew Tan
Predictable Allocation Latency in Fragmented Log Structured File Systems	62546097, 15697621	8/16/2017, 9/7/2017		Pending	Tegile Inventor: Shailendra Tripathi
Intelligent Redundant Array of Independent Disks (iRAID)	62546114, 15700912	8/16/2017, 9/11/2017		Pending	Tegile Inventors: Shailendra Tripathi, Sreekanth Garigala