#### 504630419 11/07/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4677137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
KOVE IO, INC.	06/27/2015

### **RECEIVING PARTY DATA**

Name:	KOVE IP, LLC	
Street Address:	14 N. PEORIA STREET, SUITE 2H	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60607	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15800891

### **CORRESPONDENCE DATA**

Fax Number: (317)634-6701

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: 317-636-0886

Email: mhussey@brinksgilson.com, bwalton@brinksgilson.com,

brinksindy@brinksgilson.com

**Correspondent Name:** MICHAEL E. HUSSEY

Address Line 1: 201 N. ILLINOIS ST., SUITE 1100

Address Line 2: **BRINKS GILSON & LIONE** 

Address Line 4: INDIANAPOLIS, INDIANA 46204

ATTORNEY DOCKET NUMBER:	11958-99
NAME OF SUBMITTER:	MICHAEL E. HUSSEY
SIGNATURE:	/mh/
DATE SIGNED:	11/07/2017

### **Total Attachments: 5**

source=11958 Assignment3 IOtoIP#page1.tif source=11958 Assignment3 IOtoIP#page2.tif source=11958 Assignment3 IOtoIP#page3.tif source=11958 Assignment3 IOtoIP#page4.tif

 $source = 11958\_Assignment3\_IOtoIP\#page5.tif$ 

## ASSET PURCHASE AND LICENSE AGREEMENT EXHIBIT A

## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of June 27, 2015 (the "Effective Date"), is made by KOVE IO, INC., a Delaware corporation formerly known as Kove Corporation ("Assignor") in favor of KOVE IP, LLC, a Delaware limited liability company ("Assignee"), in connection with that certain Asset Purchase and License Agreement between Assignor and Assignee, dated as of even date herewith (the "Principal Agreement").

WHEREAS, under the terms of the Principal Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain Assigned Patents (as defined herein), and has agreed to execute and deliver this Patent Assignment in a form recordable with United States authorities including, but not limited to, the U.S. Patent and Trademark Office ("USPTO"), and other national and supranational governmental authorities.

WHEREAS, Assignee wishes to obtain all of Assignor's right, title and interest in and to the Assigned Patents (as defined herein).

**NOW, THEREFORE**, the parties agrees as follows:

- 1. **ASSIGNMENT.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the following (the "Assigned Patents"):
- 1.1. the patents and patent applications listed in <u>Schedule 1.1</u> hereto, all patent and patent applications hereafter developed by Assignor, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed or claimed in any of the foregoing (the "*Patents*");
- 1.2. all rights, privileges and protections of any kind whatsoever of Assignor accruing under any of the Patents provided under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications and license recordations; and
- 1.3. any and all claims and causes of action, with respect to any of the Patents, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to petition or sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. RECORDATION AND FURTHER ACTIONS. Assignor authorizes the Commissioner for Patents for the USPTO and the appropriate officers of the USPTO and all other jurisdictions in which any of the Patents are or may be recorded, registered or pending, to record and register this Patent Assignment upon request by Assignee. From time to time after the Effective Date, Assignor shall execute any and all documents, including assignments, transfers and related powers of attorney, and take all other further actions as may be necessary or reasonably requested by Assignee to effect, record, perfect or enforce the transfers set forth in this Patent Assignment and ensure that all of Assignor's right, title and interest in and to the Patents, and all registrations and recordations thereof, are properly assigned to Assignee, its successors and assigns in accordance with this Patent Assignment.

#### 3. GENERAL.

- 3.1. Entire Agreement. This Patent Assignment, together with the Principal Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- 3.2. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.3. Governing Law. All matters arising out of or relating to this Patent Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).
- 3.4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment as of the Effective Date.

ASSIGNOR: KOVE 10, INC.

ASSIGNEE: KOVE IP, LLC

John Overton, CEO

John Overton, Manager

# PATENT ASSIGNMENT AGREEMENT SCHEDULE 1.1

### PATENTS AND PATENT APPLICATIONS

### 1. Patents

System and method for performing rapid data snapshots: Patent No. 20100228919; November 6, 2012

High performance data storage using observable client-side memory access: Patent Application No. 20120221803; August 30, 2012

## 2. Patent applications:

Patent Application No. EP 12000725.7

Patent Application No. JP 201228289; February 13, 2012

Dynamically provisionable and allocatable external memory: Patent Application No. 62/051,144; September 16, 2014

Patent Application No. 14530908; November 3, 2014

Provisioning of external memory: Patent Application No. 14554655; November 26, 2014

Fork-safe memory allocation from memory-mapped files with anonymous memory behavior: Patent Application No. 62139310; March 27, 2015

DocuSign Envelope ID: 1BB35E39-8F63-4988-81FF-BCE5290ED120

State of LLLINOIS	***		
County of COOK			
On JUNE 29, 2015	before me, SHEILA	M. BANIAK	. personally
[DATE]	Annual Control of the	[NOTARY PUBLIC]	

appeared John Overton, personally known to me (or 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.

Sheila M. E

Notary

Notary Seal

"OFFICIAL SEAL"
SHEILA M. BANIAK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/14/2015

PATENT REEL: 044050 FRAME: 0935

**RECORDED: 11/07/2017**