50468<u>2375</u> <u>12/12/2017</u>

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4729097

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SYMANTEC CORPORATION	01/29/2016

RECEIVING PARTY DATA

Name:	VERITAS TECHNOLOGIES LLC
Street Address:	500 EAST MIDDLEFIELD RD.
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94043

PROPERTY NUMBERS Total: 14

Property Type	Number
Application Number:	15010444
Application Number:	15010487
Application Number:	15010815
Application Number:	15005774
Application Number:	15004572
Application Number:	14983871
Application Number:	14984216
Application Number:	14982360
Application Number:	14979628
Application Number:	14979635
Application Number:	14980993
Application Number:	14978071
Application Number:	14977031
Application Number:	14965249

CORRESPONDENCE DATA

Fax Number: (704)444-1111

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: 704-444-1000

Email: usptomail@alston.com

PATENT REEL: 044362 FRAME: 0859 Correspondent Name: ALSTON & BIRD LLP

Address Line 1: BANK OF AMERICA PLAZA

Address Line 2: 101 SOUTH TRYON STREET, SUITE 4000 CHARLOTTE, NORTH CAROLINA 28280-4000

ATTORNEY DOCKET NUMBER:	050516/461929
NAME OF SUBMITTER:	LAUREN E. BURROW
SIGNATURE:	/Lauren E. Burrow/
DATE SIGNED:	12/12/2017

Total Attachments: 6

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PATENT REEL: 044362 FRAME: 0860

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") is made effective as of January 29, 2016 ("Effective Date"), and is entered into by and between Symantec Corporation, a corporation incorporated under the laws of Delaware having an address at 350 Ellis St., Mountain View, CA 94043 ("Assignor"), and Veritas Technologies LLC (merged with Veritas US IP Holdings LLC), a limited liability company formed under the laws of Delaware having an address at 500 East Middlefield Rd. Mountain View, CA 94043 ("Assignee").

RECITALS

WHEREAS, pursuant to the Purchase Agreement dated as of August 11, 2015, as amended from time to time prior to the date hereof, by and between Assignor and Veritas Holdings Ltd. (f/k/a Havasu Holdings Ltd.), a Bermuda exempted company (as "Buyer") (the "Purchase Agreement"), Assignor agreed to sell, assign, transfer, convey, and deliver, and cause to be sold, assigned, transferred, conveyed, and delivered, to Assignee and its Affiliates all of Assignor's and its Affiliate's right, title and interest (including, without limitation, all Intellectual Property Rights) in and to certain Patents (the "Transferred Patents").

WHEREAS, that certain Patent Assignment Agreement made effective as of January 29, 2016 and recorded with the United States Patent and Trademark Office on February 4, 2016 at Reel/frame Nos. 037693/0158 and 037697/0412 (the "*Prior Assignment*") did not list certain Transferred Patents.

WHEREAS, the parties now wish to memorialize the transfer of such Transferred Patents in this Agreement.

WHEREAS, capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

- 1. Effective as of the Effective Date, and by its execution of hereof, Assignor, on behalf of itself and its Affiliates, hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's and its Affiliate's right, title, and interest (including, without limitation, all Intellectual Property Rights) for all jurisdictions throughout the world, including all countries and political entities, in and to:
- a. the Patents described on <u>Schedule A</u>, attached hereto and made a part hereof (the "Assigned Patents");
- b. any and all income, royalties or payments due, accrued, or payable as of the Effective Date or thereafter, proceeds, claims, causes of action, and rights to enforce, sue for, and recover or collect from past, existing, and future infringement, misappropriation, or other violation or impairment of any of the Assigned Patents; and

- c. any and all rights of Assignor and its Affiliates to obtain reissues, reexaminations, continuations, continuations-in-part, divisions, extensions or other counterpart Patents and legal protections arising solely from the Assigned Patents that are or may be secured in any relevant jurisdiction anywhere in the world, including, but not limited to, the United States, its territories and possessions, now or hereinafter in effect.
- 2. The Assigned Patents are conveyed subject to any and all licenses, permissions, consents or other rights that may have been granted by Assignor or its predecessors-in-interest with respect thereto prior to the Effective Date.
- Assignor agrees that from time to time, at the reasonable request of Assignee and 3. at Assignee's expense, Assignor shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate Assignor's assignment, transfer, and conveyance of the Assigned Patents of this Agreement and the transactions contemplated by this Agreement and the Purchase Agreement (including any documentation to perfect and record the rights granted hereunder in the Assigned Patents in any jurisdiction through the world). Assignor acknowledges and agrees that Assignee may perfect and record this Agreement or such other documentation in any jurisdiction throughout the world, and that Assignor shall cooperate therewith. The Assignee hereby requests and the Assignor hereby grants to the Assignee and its legal representatives all rights necessary to record this Agreement or such other documentation with the United States Patent and Trademark Office and any similar intellectual property office or government agency in any jurisdiction throughout the world. Assignor does hereby make, constitute and appoint Assignee (and any officer or agent of Assignee as Assignee may select in its exclusive discretion) as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments solely as necessary to implement and effect fully the express intentions, purposes and provisions of this Agreement, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the United States Patent and Trademark Office and other patent offices and intellectual property governmental offices in any jurisdiction throughout the world; provided, however, that Assignee shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that Assignor has failed to take such action at the request of Assignee and following ten (10) days prior written notice to Assignor of the exercise of such rights. This power of attorney is coupled with an interest and shall be irrevocable.
- 4. This Agreement is intended to evidence the consummation of the sale, assignment, and transfer by Assignor and its Affiliates of the Assigned Patents pursuant to the Purchase Agreement. Assignor and Assignee each hereby acknowledges and agrees that nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand, or limit in any way the terms of the Purchase Agreement or constitute a waiver or release by any party of any rights, liabilities, duties, or obligations granted to or imposed upon any of them by the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 5. This Agreement may be executed in one or more counterparts and delivered via facsimile, pdf, or other electronic means, each of which shall be deemed an original as against the party that signed it and all of which shall together constitute one and the same agreement, and shall

become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Notwithstanding the foregoing, if counterpart signatures are delivered by electronic means, each party shall promptly thereafter exchange original, ink-signed signatures to the other party.

- 6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law principles of such state.

[Signatures On Following Page]

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be duly executed and delivered as of the Effective Date.

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SYMANTEC CORPORATION

Ву:	William Barthell	_
Name: _	William Barthell	
Title:	Vice President, Legal	

SCHEDULE A ASSIGNED PATENTS

D #	Country	Country App Title	Status	Appl. Serial No.	Appl. Filing Date	Pat. No.	Pat. Date	THE CONTRACT OF THE CONTRACT O
	USA	Securing Internal Services in an Appliance	Published	15/010,444	1/29/2016			Veritas
	USA	Securing Internal Services in a Distributed Environment	Allowed	15/010,487	1/29/2016			Veritas
	USA	Recovery Point Objectives in Replication Environments	Published	15/010,815	1/29/2016	TENTRAL PROPERTY OF THE PROPER		Veritas
	USA	Intelligent Point-in-Time Selector	Pending	15/005,774	1/25/2016			Veritas
	USA	An Algorithm for Aggregating Relevant Log Statements from Distributed Components of Velocity, which Appropriately Describes an Error Condition	Pending	15/004,572	1/22/2016			Veritas
	USA	Method to Perform Multiple and Incremental Provisioning of Subsets of Application Data for a Non-Production Environment	Pending	14/983,871	12/30/2015			Veritas
	USA	Systems and Methods for Efficiently Classifying Data Objects	Published	14/984,216	12/30/2015			Veritas
	USA	Recovery-Chain Based Retention for Multi-Tier Data Storage Auto Migration System	Pending	14/982,360	12/29/2015			Veritas
	USA	Systems and Methods for Dynamically Adjusting Batch Request Sizes	Patented	14/979,628	12/28/2015	9,626,120	4/18/2017	Veritas
	USA	Systems and Methods for Backing Up Large Distributed Scale-Out Data Systems	Published	14/979,635	12/28/2015			Veritas
	USA	A method of near-constant time recovery of continuously changing synthesized large data sets	Pending	14/980,993	12/28/2015	,		Veritas
	USA	Method for Flash-friendly Caching for CDM workloads	Pending	14/978,071	12/22/2015			Veritas
	USA	Optimizing Application Recovery In Unmanaged Clusters	Pending	14/977,031	12/21/2015			Veritas
	USA	Systems and Methods for Restoring Data from Opaque Data Backup Streams	Published	14/965,249	12/10/2015			Veritas

PATENT REEL: 044362 FRAME: 0866

RECORDED: 12/12/2017