

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4729754

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AXCIENT, INC.	07/26/2017

RECEIVING PARTY DATA

Name:	AXCI (AN ABC) LLC
Street Address:	1161 SAN ANTONIO ROAD
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94043

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	8924360
Patent Number:	9235474
Patent Number:	8589350
Patent Number:	8886611
Patent Number:	8954544
Patent Number:	9397907
Patent Number:	9292153
Patent Number:	9213607
Patent Number:	9104621
Patent Number:	9559903
Patent Number:	9705730
Application Number:	14864850
Application Number:	13671498
Application Number:	13633695
Application Number:	14522527
Application Number:	14977607
Application Number:	14977614
Application Number:	14929335
Application Number:	14929336
Application Number:	14977581

PATENT

Property Type	Number
Application Number:	14970480
Application Number:	14971832
Application Number:	15019951
Application Number:	15360836
Application Number:	15599417

CORRESPONDENCE DATA

Fax Number: (404)365-9532

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: 4042337000

Email: egravois@mmlaw.com

Correspondent Name: MORRIS, MANNING & MARTIN, LLP

Address Line 1: 3343 PEACHTREE ROAD NE

Address Line 2: 1600 ATLANTA FINANCIAL CENTER

Address Line 4: ATLANTA, GEORGIA 30326

ATTORNEY DOCKET NUMBER:	26754-89511
NAME OF SUBMITTER:	R. LEE STRASBURGER, JR.
SIGNATURE:	/R. Lee Strasburger, Jr./
DATE SIGNED:	12/12/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Agreement") is entered into on this 26th day of July, 2017, and is made by Axcient, Inc, a Delaware corporation (the "Assignor"), in favor of Axcil (an ABC) LLC, a Delaware limited liability company (the "Assignee"), pursuant to that certain General Assignment for Benefit of Creditors dated as of the date hereof (the "Assignment"). .

WHEREAS, pursuant to the Assignment, the Assignor has assigned to Assignee all of Assignor's right, title and interest to all of its transferable assets and property (the "Assigned Property"), including, but not limited to, the trademarks on Schedule A attached hereto ("Trademarks"), the copyrights on Schedule A attached hereto ("Copyrights"), the patents and patent applications on Schedule A attached hereto ("Patents"), and the domain names on Schedule A attached hereto (the "Domain Names," and collectively with Trademarks, Copyrights and Patents, the "Intellectual Property Assets");

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), and all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office; and

WHEREAS, the rights and interests in the Intellectual Property Assets are encumbered by security interests in favor of Structured Alpha LP and Silver Lake Waterman Fund, L.P. (collectively the "Secured Creditors"). **NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. Subject to the security interests and liens of the Secured Creditors the Assignor hereby irrevocably assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to any intellectual property rights embodied by the Intellectual Property Assets and other Assignor's Proprietary Rights, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business as symbolized by Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, subject to the security interests and liens of the Secured Creditors.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee all right, title, and interest in and to Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, subject to the security interests and liens of the Secured Creditors. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee the full, exclusive, and entire right, title, and interest in and to Patents, including but not limited to all patents and patent applications thereto, and including any provisional rights therein, in and to any divisions,

continuations, and reissues thereof, and in and to all inventions disclosed and described in said applications and improvements thereof, preparatory to obtaining Letters Patent of the United States therefor, including all damages and profits, due or accrued, arising out of past infringements of said patent rights, and the right to sue for and recover the same subject to the security interests and liens of the Secured Creditors; and the Assignors hereby request the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said applications, or from a division, continuation, or reissue thereof, to the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(d) The Assignor hereby assigns, transfers and delivers unto the Assignee the full, exclusive and entire right, title, and interest in and to any foreign patents or applications corresponding to Patents, in whole or in part, including any provisional rights therein, in countries other than the United States in part, in and to any Letters Patent and similar protective rights granted on said foreign patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, including all damages and profits, due or accrued, arising out of past infringements of said patent rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances, and hereby request said foreign applications to be filed and issued in the name of the Assignee, or its designee insofar as permitted by applicable law.

(e) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary, in accordance with this Agreement, to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets. The Assignor agrees to do the following: (a) execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns may reasonably request to effect the terms of this Agreement; and (b) execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Agreement (including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder, and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office).

3. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery to Assignee or its counsel of choice of prosecution files, documents, and other tangible embodiments of or relating to the Intellectual Property Assets, if any, that are in the possession or control of the Assignor or Assignor's attorneys and agents.

4. Maintenance. The Assignor agrees that they have taken and shall instruct their attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee and its counsel of choice take full control over and assume all costs relating to the subject to the security interests and liens of the Secured Creditors the prosecution and maintenance of the Intellectual Property Assets.

5. Terms of the Asset Purchase Agreement. This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof the terms of the Asset Purchase Agreement shall control.

6. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the domestic Laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of California.

(b) This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(c) This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Agreement shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Agreement or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) This Agreement shall not be assigned by the Assignor (by operation of law or otherwise) without the prior written consent of the Assignee.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNOR:

Axcient, Inc.

By: 

Name: Justin Moore

Title: CEO

ASSIGNEE:

Axci (an ABC) LLC

By: _____

Name: _____

Title: _____

[Signature page to IP Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNOR:

Axcient, Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE:

Axci (an ABC) LLC

By: Michael J. Cronin
Name: Michael J. Cronin
Title: Authorized Principal

[Signature page to IP Assignment Agreement]

SCHEDULE A

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Patents and Patent Applications

Patents:

Serial No. (Patent No.)	Filed (Issued)	Title
12/895,275 (8924360)	Sep 30, 2010 (Dec 30, 2014)	Systems and Methods for Restoring a File

Serial No. (Patent No.)	Filed (Issued)	Title
13/030,073 (9235474)	Feb 17, 2011 (Jan 12, 2016)	Systems and Methods for Maintaining a Virtual Failover Volume of a Target Computing System
13/437,738 (8589350)	Apr 02, 2012 (Nov 19, 2013)	Systems, Methods, and Media for Synthesizing Views of File System Backups
13/363,234 (8886611)	Jan 31, 2012 (Nov 11, 2014)	Systems and Methods for Restoring a File
13/570,161 (8954544)	Aug 08, 2012 (Feb 10, 2015)	Cloud-Based Virtual Machines and Offices
13/789,565 (9397907)	Mar 07, 2013 (Jul 19, 2016)	Protection Status Determinations for Computing Devices
13/789,578 (9292153)	Mar 07, 2013 (Mar 22, 2016)	Systems and Methods for Providing Efficient and Focused Visualization of Data
14/037,231 (9213607)	Sep 25, 2013 (Dec 15, 2015)	Systems, Methods, and Media for Synthesizing Views of File System Backups
14/534,017 (9104621)	Nov 05, 2014 (Aug 11, 2015)	Systems and Methods for Restoring a File
14/564,082 (9559903)	Dec 08, 2014 (Jan 31, 2017)	Cloud-Based Virtual Machines and Offices
13/889,164 (9705730)	May 07, 2013 (Jul 11, 2017)	Cloud Storage Using Merkle Trees

Patent Applications:

Serial No.	Filed	Title
14/864,850	Sep 24, 2015	Distributed and Deduplicating Data Storage System and Methods of Use
13/671,498	Nov 07, 2012	Efficient File Replication
13/633,695	Oct 02, 2012	File System Virtualization
14/522,527	Oct 23, 2014	Systems and Methods for Restoring a File
14/977,607	Dec 21, 2015	Cloud Storage Using Merkle Trees

Serial No.	Filed	Title
14/977,614	Dec 21, 2015	Computing Device Replication Using File System Change Detection Methods and Systems
14/929,335	Oct 31, 2015	Systems and Methods for Providing Efficient and Focused Visualization of Data
14/929,336	Oct 31, 2015	Systems and Methods for Maintaining a Virtual Failover Volume of a Target Computing System
14/977,581	Dec 21, 2015	Protection Status Determinations for Computing Devices
14/970,480	Dec 15, 2015	Efficient File Replication
14/971,832	Dec 16, 2015	Cloud-Based Virtual Machines and Offices
15/019,951	Feb 09, 2016	Protection Status Determinations for Computing Devices
15/360,836	Nov 23, 2016	Cloud-Based Virtual Machines and Offices
15/599,417	May 18, 2017	Cloud Storage Using Merkle Trees

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