## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JOHN M. KEAGY	01/07/2015
MARK W. WORSEY	01/06/2015
HEATHER A. MCKELVEY	01/07/2015

#### **RECEIVING PARTY DATA**

Name:	GOGRID, LLC
Street Address:	2 HARRISON ST.
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105

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

Property Type	Number
Application Number:	14727815

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	1937.0170001
NAME OF SUBMITTER:	RYAN C. RICHARDSON, REG. NO. 67254
SIGNATURE:	/Ryan C. Richardson Reg. No. 67,254/
DATE SIGNED:	01/23/2018

#### **Total Attachments: 3**

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PATENT 504742036 REEL: 044701 FRAME: 0187

# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the application of:

PATENT APPLICATION

GoGrid, LLC

Serial No.: 62/006,880

Filing Date: June 2, 2014

For: CLOUD ORCHESTRATION ENGINE

## JOINT INVENTORS TO CORPORATION ASSIGNMENT

WHEREAS, the undersigned Inventors are the first, true, and joint inventors of certain new and useful inventions in:

## **CLOUD ORCHESTRATION ENGINE**

as set forth in a provisional application (hereinafter "Provisional Application") in the United States Patent and Trademark Office, said Provisional Application having Serial Number 62/006,880 and filed on 6/2/2014.

WHEREAS, GoGrid, LLC (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 2 Harrison St., 2nd Floor, San Francisco, CA 94105, wishes to acquire the entire right, title and interest in and to said inventions and any and all embodiments of said inventions, heretofore or hereafter conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said Inventions"), said Provisional Application and any and all applications for Letters Patents, in the United States of America or any foreign country, claiming priority to said Provisional Application or covering said Inventions, and any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "Patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest: (a) in and to said Provisional Application and said Inventions; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of invention, or other governmental grants on said Inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed in the United States or any other country claiming the benefit of or priority to said Provisional Application or covering said Inventions, and any and all patents, certificates of invention or other governmental grants granted on said Inventions in the United States or any other country, including each and every application filed as, and each and every patent granted on, any application which is a division, substitution, or continuation of any of said applications

Attorney Docket No.: GGRD.P0044P USPTO Serial No.: 62/006.880

PATENT REEL: 044701 FRAME: 0188 claiming priority to said Provisional Application; (d) to any other provisional applications covering said Inventions; (e) in and to each and every reissue or extension of any of said patents; and (f) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

- Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include, but not be limited to, prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee: (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said Inventions; and (g) for legal proceedings involving said Inventions and any applications therefore and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives, and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that said Inventors have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventors hereby jointly and severally consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose. Furthermore, said Inventors hereby jointly and severally consent that a copy of this assignment shall be proof of the right of said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.
- 6. Said Inventors hereby covenant with said Assignee, its successors, assigns and legal representatives that the rights and property herein conveyed are free and clear of any encumbrance and that said Inventors have full right to convey the same as herein expressed.

Attorney Docket No.: GGRD.P0044P USPTO Serial No.: 62/006,880

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acknowledgement as given below and delivered this instrument to said Assignce.
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(3) 25 (40) 14 Jelles One 1/3/1/5 B
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IN WITNESS WHEREOF, said Inventors have executed this instrument on the date of

Anomey Docker No.: (4.381) P0044P

USPTO Serial No. 62-086-880

**PATENT** 

REEL: 044701 FRAME: 0190

**RECORDED: 01/23/2018**