

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5033787

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SOLIDFIRE, INC.	02/19/2016
RECEIVING PARTY DATA	
Name:	NETAPP, INC.
Street Address:	495 E. JAVA DRIVE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16021421
CORRESPONDENCE DATA	
Fax Number:	(512)670-8904
<i>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.</i>	
Phone:	5127108326
Email:	uspto@gilliamip.com
Correspondent Name:	GILLIAM IP PLLC (NETAPP)
Address Line 1:	7200 N. MOPAC EXPY.
Address Line 2:	SUITE 440
Address Line 4:	AUSTIN, TEXAS 78731
ATTORNEY DOCKET NUMBER:	P01-010931.07.US.CON
NAME OF SUBMITTER:	MELISSA R. LUCAS
SIGNATURE:	/Melissa R. Lucas/
DATE SIGNED:	07/02/2018
Total Attachments: 6	
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source=10931.07.US.CON_Assignment_SolidFireToNetApp_Filed20180702#page5.tif	

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this “**Assignment**”) is made and entered into as of February 5, 2016 (the “**Effective Date**”) by and between SolidFire, Inc., a Delaware corporation (“**Assignor**”), and NetApp, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement (the “**IP Assignment**”) being executed concurrently with the execution of this Assignment, Assignor is transferring to Assignee legal title, only, to the Assigned Patents (defined below) to facilitate the management of the Assigned Patents for regulatory purposes on behalf of Assignor;

WHEREAS, Assignor and Assignee have agreed to enter into this Assignment pursuant to and as provided in the IP Assignment.

WHEREAS, Assignor and Assignee have agreed to enter into the IP License Agreement effective as of the date hereof (a copy of which is attached to the IP Assignment as Exhibit A) (the “**IP License Agreement**”), and Assignor and Assignee acknowledge that the execution of the IP Assignment, as well as this Assignment, is premised on, and subject to, the execution of the IP License Agreement;

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee and Assignee hereby accepts all of Assignor’s right, title and interest in, to and under the issued patents and patent applications listed on Schedule A, including, without limitation (i) all reissues, divisionals, continuations, continuations-in-part, revisions, reexaminations, extensions, and counterparts (whether foreign or domestic) claiming priority to or based on any of the foregoing items, together with all patents issuing therefrom, (ii) all inventions and improvements claimed or described in any of the foregoing, including without limitation all rights of priority under International Conventions, Treaties, or Agreements (collectively (i)-(ii) above, the “**Assigned Patents**”), (iii) all rights to collect royalties and proceeds in connection with any of the foregoing, (iv) all rights to prosecute and maintain any of the foregoing, and (v) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing and all rights to recover and retain damages (including attorneys’ fees and expenses) or lost profits in connection therewith (the rights in (iii)-(v) above subject to the terms of the IP License Agreement).

2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

3. Information and Assistance.

3.1 Upon Assignee’s reasonable request and without further compensation, Assignor shall execute, acknowledge, and deliver all the instruments and documents and shall take all the actions

Execution version

reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Assigned Patents as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Assigned Patents, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.

6. Agreement Controls. This Assignment is provided pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Agreement. If any provision of this Assignment is inconsistent or conflicts with the Agreement, the Agreement shall control.

7. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

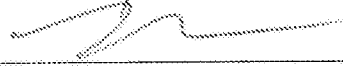
[Signature Page Follows]

Execution version

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

Solid Fire Inc

By: 

Name: Matthew K. Fawcett

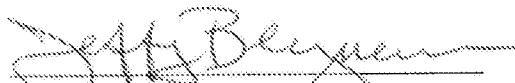
Title: President + Secretary

Address: _____

Acknowledged and Accepted:

ASSIGNEE:

NetApp, Inc.

By: 

Name: Jeffrey K. Bergmann

Title: Interim Chief Financial Officer

Address: _____

[Signature Page to Patent Assignment]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Santa Clara)

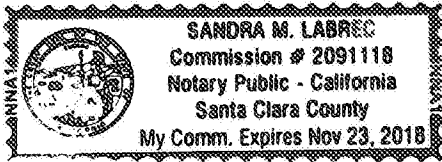
On February 19, 2016 before me, SANDRA M. LABREC, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared JEFFREY KING BERLMANN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sandra M. Labrec
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

SCHEDULE A TO PATENT ASSIGNMENT

Application Number	Patent Number	Filing Date	Country
61/310,863	n/a	Provisional	US
13/041,095	8,671,265	3/4/2011	US
13/041,122	8,819,208	3/4/2011	US
14/454,197	n/a	8/7/2014	US
14/684,956	n/a	4/13/2015	US
61/697,905	N/A	9/7/2012	US
13/338,039	9,003,021	12/27/2011	US
2012/071844	n/a	12/27/2012	PCT
13/856958	n/a	4/4/2013	US
13/856997	9,054,992	4/4/2013	US
13/857008	n/a	4/4/2013	US
2014-550469 Pub(2015-507268)	n/a	6/24/2014	Japan
12863372.4	n/a	7/11/2014	EPO
10-2014-7020329	n/a	7/21/2014	Korea
14/701,832	n/a	5/1/2015	US
13/875902	n/a	5/2/2013	US
2014/035284	n/a	4/24/2014	PCT
14/057145	n/a	10/18/2013	US
2014/060031	n/a	10/10/2014	PCT
14/684,966	n/a	4/13/2015	US
14/186847	n/a	2/21/2014	US
2015/016625	n/a	2/19/2015	PCT
14/684,929	n/a	4/13/2015	US
14/292089	n/a	5/30/2014	US

2015/021285	n/a	3/18/2015	PCT
14/684,942	n/a	4/13/2015	US
14/259467	n/a	4/23/2014	US
2015/024067	n/a	4/2/2015	PCT
14/684,894	n/a	4/13/2015	US
14/932,063	n/a	11/4/2015	US
14/941,938	n/a	11/16/2015	US
14/529474	n/a	10/31/2014	US
14/684,914	n/a	4/13/2015	US
PCT/US15/56932	n/a	10/22/2015	PCT