

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5114498

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CASK DATA, INC.	05/09/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GOOGLE LLC
<b>Street Address:</b>	1600 AMPHITHEATRE PARKWAY
<b>City:</b>	MOUNTAIN VIEW
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94043
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9594601
<b>Application Number:</b>	14657592
<b>Application Number:</b>	14657910
<b>Application Number:</b>	61953106
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)328-2799
<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>	
<b>Phone:</b>	6504335800
<b>Email:</b>	ccross@lowenstein.com
<b>Correspondent Name:</b>	LOWENSTEIN SANDLER LLP
<b>Address Line 1:</b>	ONE LOWENSTEIN DRIVE
<b>Address Line 4:</b>	ROSELAND, NEW JERSEY 07068
<b>ATTORNEY DOCKET NUMBER:</b>	25832 (L2680)
<b>NAME OF SUBMITTER:</b>	MARINA PORTNOVA
<b>SIGNATURE:</b>	/Marina Portnova/
<b>DATE SIGNED:</b>	08/28/2018
<b>Total Attachments: 7</b>	
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source=CaskData-GoogleLLC\_PatentAssignmentAgreement#page7.tif

## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“**Agreement**”) is made and entered into as of May 11, 2018, by and between Cask Data, Inc., a Delaware corporation (“**Assignor**”), and Google LLC, a Delaware limited liability company (“**Assignee**” and together with Assignor, the “**Parties**”).

WHEREAS, the Parties have entered into a certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of May 10, 2018;

WHEREAS, pursuant to the Purchase Agreement, the Parties have agreed that Assignor shall sell, convey, assign and otherwise transfer, or cause to be sold, conveyed, assigned and otherwise transferred, as applicable, to Assignee, by appropriate instruments of conveyance, all of Assignor’s right, title and interest in and to the patents and/or patent applications listed in the attached Schedule A (the “**Assigned Patents**”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Assignor hereby sells, conveys, assigns, and otherwise transfers to Assignee, its successors and assigns, all of its right, title and interest in and to (i) the Assigned Patents and the inventions and improvements disclosed therein; (ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals, reexaminations and foreign counterparts thereof; (iii) the right to file and prosecute in Assignee’s own name, wherever so permitted by law, patent applications, including corresponding applications, included in the Assigned Patents; (iv) all rights corresponding to any of the foregoing throughout the world, including the right to claim priority from any of the Assigned Patents, and (v) the right to sue, claim remedies and recover damages for past, present and future infringement or other violation or impairment of any of the Assigned Patents.
2. Further Assurances. Assignor agrees that Assignee shall have the right to file or record this Agreement with the United States Patent and Trademark Office or similar entities throughout the world, and Assignor authorizes and requests the relevant authorities to record Assignee as the assignee and owner of the Assigned Patents. Assignor shall execute and deliver to Assignee such documents and take such actions as may be requested by Assignee to register, evidence, or perfect Assignee’s rights under this Agreement. In addition, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, to act for and on their behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to register, evidence, or perfect Assignee’s rights under this Agreement with the same legal force and effect as if executed by Assignor.
3. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are signed and delivered by facsimile or other electronic transmission shall be deemed to

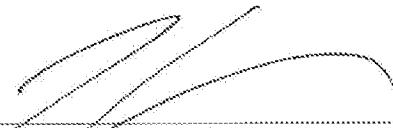
constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
5. Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed by a duly authorized representative as of the date first written above

CASK DATA, INC.

By: 

Name: Jonathan Gray  
Title: CEO

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, before me personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to above and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

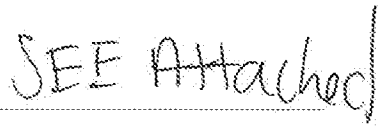
I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Notary Public

GOOGLE LLC

By: 

Name:  
Title:

THIS STAM  
THE  
DOCUM

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 Los Angeles

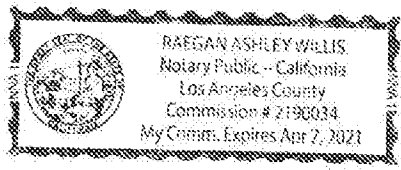
On 05/09/2018 before me, Raegan Ashley Willis, Notary Public

personally appeared Jonathan Gray

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.



Place Notary Seal and/or Stamp Above

Signature Raegan Ashley Willis
Signature of Notary Public

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: Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian of Conservator
Other:
Signer is Representing:

P JOINS
E
ENTS

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed by a duly authorized representative as of the date first written above

**CASK DATA, INC.**

By:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, before me personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to above and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Notary Public

**GOOGLE LLC**

By:

\_\_\_\_\_

Name: Kenneth H. Yi

Title: Assistant Secretary

**ACKNOWLEDGMENT**

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

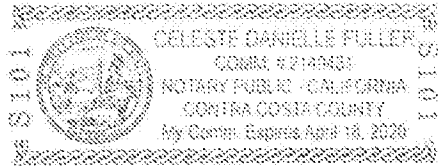
On May 4, 2018 before me, Celeste Danielle Fuller, Notary Public  
(insert name and title of the officer)

personally appeared Kenneth H. Yi  
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 Celeste Danielle Fuller (Seal)





**SCHEDULE A**

**Assigned Patents**

<b>Type</b>	<b>Title/Description</b>	<b>Patent No.</b>
Registered	PLANNER FOR CLUSTER MANAGEMENT SYSTEM	9,594,601
Pending	SOLVER FOR CLUSTER MANAGEMENT SYSTEM	14/657,592
Pending	PROVISIONER FOR CLUSTER MANAGEMENT SYSTEM	14/657,910
Pending	CLUSTER MANAGEMENT SYSTEM	61/953,106