

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5328690

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FIDELIA TECHNOLOGY, INC.	01/16/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NETSCOUT SYSTEMS, INC.
<b>Street Address:</b>	310 LITTLETON ROAD
<b>City:</b>	WESTFORD
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01886
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6985944
<b>Patent Number:</b>	7246159
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(203)975-7180
<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>	2039757505
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<b>Correspondent Name:</b>	LOCKE LORD LLP
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<b>ATTORNEY DOCKET NUMBER:</b>	&#8206;1568010.00001&#8206;
<b>NAME OF SUBMITTER:</b>	CHRISTINA LONDON
<b>SIGNATURE:</b>	/christina london/
<b>DATE SIGNED:</b>	01/16/2019
<b>Total Attachments: 4</b>	
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## PATENT ASSIGNMENT

**WHEREAS, Fidelia Technology, Inc.**, hereinafter "Assignor", a corporation operating under the laws of the State of Delaware, having a principle place of business at 310 Littleton Road, Westford, Massachusetts 01886, is the owner of the entire right, title and interest in and to certain patents and patent applications listed on the Schedule annexed hereto (collectively referred to as the "Patents"); and

**WHEREAS, Netscout Systems, Inc.**, hereinafter "Assignee", a corporation operating under the laws of the State of Delaware and having a principal place of business at 310 Littleton Road, Westford, Massachusetts 01886, is desirous of acquiring all right, title and interest in and to the Patents; and

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Patents, including the right to sue for past infringement, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Patents in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Patents may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to said Patents, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Patents, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Patents, or any proceeding in connection with any Patents in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or


continuation-in-part of any application for Patents, or any reissue, reexamination or extension of any Patents, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Patents of the United States to Assignee, as Assignee of said inventions and the Patents to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

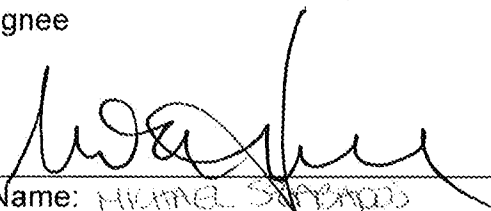
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IN WITNESS WHEREOF, each party has caused the Agreement to be executed by its duly authorized representative on this 16<sup>th</sup> day of January, 2019.

**FIDELIA TECHNOLOGY, INC.,**  
Assignor

By:   
Name: John Lee  
Title: CEO

**NETSCOUT SYSTEMS, INC.,**  
Assignee

By:   
Name: Michael S. Starnes  
Title: COO

SCHEDULE A

**UNITED STATES PATENTS**

<b>No.</b>	<b>Title</b>	<b>Patent No.</b>	<b>Patent Date</b>
1	DISTRIBUTING QUERIES AND COMBINING QUERY RESPONSES IN A FAULT AND PERFORMANCE MONITORING SYSTEM USING DISTRIBUTED DATA GATHERING AND STORAGE	6985944	10-Jan-2006
2	DISTRIBUTED DATA GATHERING AND STORAGE FOR USE IN A FAULT AND PERFORMANCE MONITORING SYSTEM	7246159	17-Jul-2007