505323797 02/11/2019

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
EMC CORPORATION	09/01/2016

RECEIVING PARTY DATA

Name:	EMC IP HOLDING COMPANY LLC	
Street Address:	176 SOUTH STREET	
City:	HOPKINTON	
State/Country:	MASSACHUSETTS	
Postal Code:	01748	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15788686

CORRESPONDENCE DATA

Fax Number:

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.

Email: deanna.santos@dell.com

Correspondent Name: EMC IP HOLDING COMPANY LLC

Address Line 1: 176 SOUTH STREET

Address Line 4: HOPKINTON, MASSACHUSETTS 01748

ATTORNEY DOCKET NUMBER:	EMC-14-1214.02	
NAME OF SUBMITTER:	PETER JOVANOVIC	
SIGNATURE:	/Peter Jovanovic/	
DATE SIGNED:	02/11/2019	

Total Attachments: 2

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> **PATENT REEL: 048299 FRAME: 0165**

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Assignment") is made as of September 6, 2016 by and between EMC Corporation, a Massachusetts corporation, with its principal place of business at 176 South Street, Hopkinton, Massachusetts 01748 ("Assignor") and EMC IP Holding Company LLC, a Delaware limited liability company, with its principal place of business at 176 South Street, Hopkinton, Massachusetts 01748 ("Assignee"), each individually referred to as a "Party" and collectively referred to as "Parties."

WHEREAS, Assignor and Assignee are parties to the License Agreement effective as of the Effective Date between Assignor and Assignee ("Patent License");

WHEREAS, Assignor owns certain United States and foreign patents and patent applications, including which are listed on attached <u>Schedule 1</u>; and

WHEREAS, Assignee desires to receive from Assignor assignments to the Assigned Patents;

NOW THEREFORE, for good and valuable consideration, Assignor hereby assigns to Assignee, all of Assignor's entire right, title and interest, including the right to sue for and collect past damages and any other remedies, in and to all United States and foreign patents and patent applications owned by Assignor, including but not limited to those listed on attached Schedule 1 (the "Assigned Patents"), provided that, notwithstanding anything to the contrary herein, the Assigned Patents shall exclude all United States and foreign patents and patent applications listed on Schedule 2 (the "Excluded Patents"), and any and all reissue, substitutions, division, continuation patents and re-examination certificates based on any of the foregoing patents or patent applications, and all pending applications therefor, which claim priority from any application from which Assigned Patents are derived, as well as, all foreign counterparts of Assigned Patents. Notwithstanding anything to the contrary herein, (i) the Excluded Patents are not being assigned to Assignee under any circumstances, including without limitation if such Excluded Patents are included on Schedule 1, and (ii) if and to the extent there are any immaterial transcription, typographical or other similar errors in the information provided on Schedule 1 or Schedule 2, any such errors shall not affect the assignment of the Assigned Patents and exclusion of the Excluded Patents hereunder (as applicable).

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, and the empowered officials of any other applicable offices, authorities, authorized agents, and governments to issue or transfer all said Assigned Patents to Assignee, as assignee thereof, or otherwise as Assignee may direct.

Assignor hereby agrees to execute all documents and take all other actions as may be necessary to effect the assignments and transfers set forth in this Assignment.

Without limiting the foregoing, during the term of the License Agreement, the Parties hereby agree that Assignee shall be the beneficial and record owner of any and all patents and patent applications claiming inventions made by or on behalf of Assignor, and Assignor shall and hereby does assign and transfer to Assignee all of its rights, title and interest in and to such inventions, and the Parties shall reasonably cooperate with respect to Assignee filing for patent applications claiming such inventions in its own name, in each case notwithstanding anything to the contrary in employee invention assignment agreements or similar agreements entered into by Assignor, it being understood and agreed that any such applications, and any patents issuing therefrom, shall be subject to the terms and conditions of the License Agreement.

[Signature Page Follows]

PATENT REEL: 048299 FRAME: 0166 Signed by Assignor and Assignee on the date first written above:

EMC CORPORATION

As Assignor

Title: Executive Vice President and

General Counsel

EMC IP HOLDING COMPANY LLC

By its sole member, EMC Corporation

As Assignee

Name: Paul T. Dacier

Title: Executive Vice President and

General Counsel

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF [Middlesex]

RECORDED: 02/11/2019

Commission Expires: August 20, 2020

HOLLY E GIVNER Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires August 28, 2020

Signature Page to Patent Assignment Agreement