

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5438178

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AVNI (ABC), LLC	12/19/2016
RECEIVING PARTY DATA	
Name:	VERITAS TECHNOLOGIES LLC
Street Address:	222 SOUTH MAIN STREET, #500
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15593273
CORRESPONDENCE DATA	
Fax Number:	(866)259-6138
<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:	8019803399
Email:	vrts-staff@fisherbroyles.com
Correspondent Name:	AVNI (ABC), LLC
Address Line 1:	222 SOUTH MAIN STREET
Address Line 2:	#500
Address Line 4:	SALT LAKE CITY, UTAH 84101
ATTORNEY DOCKET NUMBER:	007170.AVNU25
NAME OF SUBMITTER:	REBECCA KITZ
SIGNATURE:	/Rebecca Kitz/
DATE SIGNED:	03/25/2019
Total Attachments: 10	
source=Veritas _ AVNI - Patent Assignment Agreement_1#page1.tif	
source=Veritas _ AVNI - Patent Assignment Agreement_1#page2.tif	
source=Veritas _ AVNI - Patent Assignment Agreement_1#page3.tif	
source=Veritas _ AVNI - Patent Assignment Agreement_1#page4.tif	
source=Veritas _ AVNI - Patent Assignment Agreement_1#page5.tif	

source=Veritas _ AVNI - Patent Assignment Agreement_1#page6.tif
source=Veritas _ AVNI - Patent Assignment Agreement_1#page7.tif
source=Veritas _ AVNI - Patent Assignment Agreement_1#page8.tif
source=Veritas _ AVNI - Patent Assignment Agreement_1#page9.tif
source=Veritas _ AVNI - Patent Assignment Agreement_1#page10.tif

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT is made as of December 19, 2016, by and between ANVI (ABC), LLC, a California limited liability company ("Seller"), as Assignee for the Benefit of Creditors of Avni Networks, Inc., a Delaware corporation, and Veritas Technologies LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller's rights, title and interest in all patents and patent applications owned by Seller, including those patents and patent applications identified in Schedule A attached herein ("Assigned Patents"); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller's right, title and interest in and to the Assigned Patents to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby sells, assigns, transfers, and sets over to Buyer, and its lawful successors and assigns, the Seller's entire right, title, and interest throughout the world in and to the Assigned Patents, together with all rights to the inventions described or claimed therein, and all patents and letters patent (including utility patents; utility models, patents, and registrations; invention patents and registrations; innovation patents and registrations; design patents; and industrial design registrations) and similar forms of protection, in the United States of America and other countries and foreign jurisdictions, governmental entities, and organizational bodies, which may be granted thereon, including all divisionals, continuations, substitutions, continuations-in-part, re-examinations, reissues, additions, renewals, revisions, extensions, confirmations, registrations, any confirmation patent or registration patent or patent of addition, based in whole or in part upon said Assigned Patents and inventions or inventions described or claimed therein, and any and all reissues and extensions of letters patent or similar forms of protection, and every priority right that is or may be predicated upon or arise from any of the foregoing, including applications for any of the foregoing (including provisional applications), and Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for any invention disclosed and claimed in any Assigned Patent to Buyer, its successors and assigns, in accordance with the terms of this Patent Assignment Agreement.

2. Seller further assign to Buyer all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost profits), for infringement or misappropriations of any Assigned Patent, as well as the right to take over and continue any and all existing suits related to any Assigned Patent.

3. This Patent Assignment Agreement is subject to the terms and conditions of the Asset Purchase Agreement and this Patent Assignment Agreement shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Patent Assignment Agreement in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Patent Assignment Agreement and the terms and conditions of the Asset Purchase Agreement, the Asset

Purchase Agreement shall control.

4. Seller agrees that from time to time, at the reasonable request of Buyer and at Buyer's expense, Seller shall execute and deliver such other documents and take such other actions as Buyer may reasonably request to effectuate Seller's assignment, transfer, and conveyance of the Assigned Patents and the transactions contemplated by the Asset Purchase Agreement (including any documentation to perfect and record the rights granted hereunder in the Assigned Patents in any jurisdiction through the world). Seller acknowledges and agrees that Buyer may perfect and record this Patent Assignment Agreement or such other documentation in any jurisdiction throughout the world, and that Seller shall cooperate therewith. The Buyer hereby requests and the Seller hereby grants to the Buyer and its legal representatives all rights necessary to record this Patent Assignment Agreement or such other documentation with the United States Patent and Trademark Office and any similar intellectual property office or government agency in any jurisdiction throughout the world. Seller does hereby make, constitute and appoint Buyer (and any officer or agent of Buyer as Buyer may select in its exclusive discretion) as Seller's true and lawful attorney-in-fact, with the power to endorse Seller's name on all applications, documents, papers and instruments solely as necessary to implement and effect fully the express intentions, purposes and provisions of this Patent Assignment Agreement, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the United States Patent and Trademark Office and other patent offices and intellectual property governmental offices in any jurisdiction throughout the world; provided, however, that Buyer shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that Seller has failed to take such action at the request of Buyer and following ten (10) days prior written notice to Seller of the exercise of such rights. This power of attorney is coupled with an interest and shall be irrevocable.

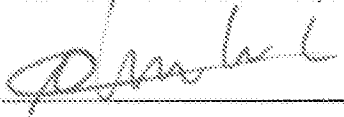
5. This Patent Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Patent Assignment Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law principles of such state.

IN WITNESS WHEREOF, Seller and Buyer have caused this Patent Assignment Agreement to be executed on the date first written above.

SELLER:

ANVI (ABC), LLC, a California limited liability company, as Assignee for the Benefit of Creditors of Avni Networks, Inc.

By: _____

Name: Andries Verschelden

Title: Manager

BUYER:

Veritas Technologies LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Seller and Buyer have caused this Patent Assignment Agreement to be executed on the date first written above.

SELLER:

ANVI (ABC), LLC, a California limited liability company, as Assignee for the Benefit of Creditors of Avni Networks, Inc.

By: _____

Name: _____

Title: _____

BUYER:

Veritas Technologies LLC,
a Delaware limited liability company

By: Michael Palmer

Name: Michael Palmer

Title: CPO & EVP

By: Michelle Vonde-Haar

Name: Michelle Vonde-Haar

Title: SVP + General Counsel

Schedule A
To Patent Assignment Agreement

Assigned Patents

Case Tracking System
Patent Case Summary Report
Avni Networks, Inc.

Date: September 12, 2016

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title/ Client Name, Client Case #</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
AVNI-0001US Priority Case: None	US Patent	US	Title: METHOD AND APPARATUS FOR HIGHLY SCALABLE, MULTI-CLOUD SERVICE DEVELOPMENT, ORCHESTRATION AND DELIVERY No Client Name available(No Client Id)	Pending Filed: 3/14/2014 Serial #: 14/214,326 Pub #: 20150263979 Pub Date: 9/17/2015		Next Priority 1 Due: Respond to Notice of Non-Compliant Amendment	10/25/2016
AVNI-0002US Priority Case: None	US Patent	US	Title: PROCESSES FOR A HIGHLY SCALABLE, DISTRIBUTED, MULTI-CLOUD SERVICE DEPLOYMENT, ORCHESTRATION AND DELIVERY FABRIC No Client Name available(No Client Id)	Pending Filed: 3/14/2014 Serial #: 14/214,472 Pub #: 20150264117 Pub Date: 9/17/2015		Next Priority 1 Due: (1 mo. Ext. Due) Response Non-Final OA -US Last Date to Respond to Office Action-US	9/20/2016 11/21/2016
AVNI-0003US Priority Case: None	US Patent	US	Title: METHOD AND APPARATUS FOR ENSURING APPLICATION AND NETWORK SERVICE PERFORMANCE IN AN AUTOMATED MANNER No Client Name available(No Client Id)	Pending Filed: 3/14/2014 Serial #: 14/214,572 Pub #: 20150263906 Pub Date: 9/17/2015		Next Priority 1 Due: Last Date to Respond to Office Action-US	9/19/2016
AVNI-0004US Priority Case: None	US Patent	US	Title: METHOD AND APPARATUS FOR RAPID INSTANCE DEPLOYMENT ON A CLOUD USING A MULTI-CLOUD CONTROLLER No Client Name available(No Client Id)	Pending Filed: 3/14/2014 Serial #: 14/214,612 Pub #: 20150263980 Pub Date: 9/17/2015		Next Priority 1 Due: Last Date to Respond to Office Action-US	9/28/2016
AVNI-0005US Priority Case: None	US Patent	US	Title: METHOD AND APPARATUS FOR AUTOMATIC ENABLEMENT OF NETWORK SERVICES FOR ENTERPRISES No Client Name available(No Client Id)	Pending Filed: 3/17/2014 Serial #: 14/214,666		Next Priority 1 Due: Respond to Office Action-US Last Date to Respond to Office Action-US	11/14/2016 2/13/2017

Case Tracking System
Patent Case Summary Report
Avni Networks, Inc.

Date: September 12, 2016

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title/ Client Name, Client Case #</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
AVNI-0006US Priority Case: None	US Patent	US	Title: METHOD AND APPARATUS FOR CLOUD BURSTING AND CLOUD BALANCING OF INSTANCES ACROSS CLOUDS No Client Name available(No Client Id)	Pending Filed: 3/17/2014 Serial #: 14/214,682 Pub #: 20150263960 Pub Date: 9/17/2015		Next Priority 1 Due: Last Date to Respond to Notice of Non-Compliant Amendment-US	11/6/2016
AVNI-0007P2 Priority Case: None	US Patent	US	Title: METHOD AND APPARATUS FOR OPTIMIZED NETWORK AND SERVICE PROCESSING No Client Name available(No Client Id)	Converted Filed: 4/11/2014 Serial #: 61/978,699		Next Priority 1 Due: None	None
AVNI-0007US Priority Case: AVNI-0007P2	US Patent	US	Title: METHOD AND APPARATUS FOR OPTIMIZED NETWORK AND SERVICE PROCESSING No Client Name available(No Client Id)	Pending Filed: 4/10/2015 Serial #: 14/684,306 Pub #: 20150319081 Pub Date: 11/5/2015		Next Priority 1 Due: (1 mo. Ext. Date) Response Misc. OA-US Last Date to Respond to Misc. OA-US	10/5/2016 1/5/2017
AVNI-0008P Priority Case: None	US Patent	US	Title: METHOD AND APPARATUS TO MAKE NETWORK ELEMENTS, L4-L7 SERVICE ELEMENTS AND ADDED SERVICES MORE INTELLIGENT No Client Name available(No Client Id)	Converted Filed: 4/8/2014 Serial #: 61/977,054		Next Priority 1 Due: None	None
AVNI-0008US Priority Case: AVNI-0008P	US Patent	US	Title: SMART NETWORK AND SERVICE ELEMENTS No Client Name available(No Client Id)	Pending Filed: 4/7/2015 Serial #: 14/681,057 Pub #: 20150281005 Pub Date: 10/1/2015		Next Priority 1 Due: (1 mo. Ext. date) Response Non-Final OA Due-US Last Date to Respond to Office Action-US	9/12/2016 11/14/2016

Case Tracking System
Patent Case Summary Report
Avni Networks, Inc.

Date: September 12, 2016

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title/ Client Name, Client Case #</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
AVNI-0009P Priority Case: None	US Patent	US	Title: METHOD AND APPARATUS TO CREATE AND PUBLISH USER INTERFACE (UI) FOR ANY CLOUD MANAGEMENT PLATFORM WITH CENTRALIZED MONITORING, DYNAMIC ORCHESTRATION OF APPLICATIONS WITH NETWORK SERVICES, WITH PERFORMANCE AND SERVICE ASSURANCE CAPABILITIES ACROSS MULT No Client Name available(No Client Id)	Converted Filed: 4/8/2014 Serial #: 61/977,049		Next Priority 1 Due: None	None
AVNI-0009US Priority Case: AVNI-0009P	US Patent	US	Title: METHOD AND APPARATUS FOR AUTOMATING CREATION OF USER INTERFACE ACROSS MULTI-CLOUDS No Client Name available(No Client Id)	Pending Filed: 4/7/2015 Serial #: 14/681,066 Pub #: 20150281378 Pub Date: 10/1/2015		Next Priority 1 Due: (1 mo. Ext. Date) Response FINAL OA-US	9/13/2016
AVNI-0010P Priority Case: None	US Patent	US	Title: METHOD AND APPARATUS FOR A FULLY AUTOMATED ENGINE THAT ENSURES PERFORMANCE, SERVICE AVAILABILITY, SYSTEM AVAILABILITY, HEALTH MONITORING WITH INTELLIGENT DYNAMIC RESOURCE SCHEDULING AND LIVE MIGRATION CAPABILITIES No Client Name available(No Client Id)	Converted Filed: 4/18/2014 Serial #: 61/981,626		Next Priority 1 Due: None	None

Case Tracking System
Patent Case Summary Report
Avni Networks, Inc.

Date: September 12, 2016

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title/ Client Name, Client Case #</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
AVNI-0010US Priority Case: AVNI-0010P	US Patent	US	Title: METHOD AND APPARATUS FOR A FULLY AUTOMATED ENGINE THAT ENSURES PERFORMANCE, SERVICE AVAILABILITY, SYSTEM AVAILABILITY, HEALTH MONITORING WITH INTELLIGENT DYNAMIC RESOURCE SCHEDULING AND LIVE MIGRATION CAPABILITIES No Client Name available(No Client Id)	Pending Filed: 4/17/2015 Serial #: 14/690,317 Pub #: 20150319050 Pub Date: 11/5/2015		Next Priority 1 Due: (1 mo. Ext. Date) Response FINAL OA-US Last Date to Respond to Final Office Action-US	9/13/2016 11/14/2016
AVNI-0011P Priority Case: None	US Patent	US	Title: avalanche-0000 No Client Name available(No Client Id)	Converted Filed: 4/10/2014 Serial #: 61/978,078		Next Priority 1 Due: None	None
AVNI-0011US Priority Case: AVNI-0011P	US Patent	US	Title: METHOD AND APPARATUS DISTRIBUTED MULTI- CLOUD RESIDENT ELASTIC ANALYTICS ENGINE No Client Name available(No Client Id)	Pending Filed: 4/9/2015 Serial #: 14/683,130 Pub #: 20150281006 Pub Date: 10/1/2015		Next Priority 1 Due: (1 mo. Ext. Date) Response FINAL OA-US Last Date to Respond to Final Office Action-US	9/13/2016 11/14/2016
AVNI-0012P Priority Case: None	US Patent	US	Title: METHOD AND APPARATUS TO PROVIDE REAL-TIME CLOUD SECURITY No Client Name available(No Client Id)	Converted Filed: 5/15/2014 Serial #: 61/994,115		Next Priority 1 Due: None	None
AVNI-0012US Priority Case: AVNI-0012P	US Patent	US	Title: METHOD AND APPARATUS TO PROVIDE REAL-TIME CLOUD SECURITY No Client Name available(No Client Id)	Pending Filed: 5/7/2015 Serial #: 14/706,930 Pub #: 20150341377 Pub Date: 11/26/2015		Next Priority 1 Due: (2 mo. Ext. Date) Response Non-Final OA Due-US Last Date to Respond to Office Action-US	9/22/2016 11/26/2016

Case Tracking System
Patent Case Summary Report
Avni Networks, Inc.

Date: September 12, 2016

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title/ Client Name, Client Case #</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
AVNI-0013P Priority Case: None	US Patent	US	Title: METHOD AND APPARATUS FOR APPLICATION AND L4-L7 PROTOCOL AWARE DYNAMIC NETWORK ACCESS CONTROL, THREAT MANAGEMENT AND OPTIMIZATIONS IN SDN BASED NETWORKS No Client Name available(No Client Id)	Converted Filed: 5/20/2014 Serial #: 62/801,011		Next Priority 1 Due: None	None
AVNI-0013US Priority Case: AVNI-0013P	US Patent	US	Title: METHOD AND APPARATUS FOR APPLICATION AND L4-L7 PROTOCOL AWARE DYNAMIC NETWORK ACCESS CONTROL, THREAT MANAGEMENT AND OPTIMIZATIONS IN SDN BASED NETWORKS No Client Name available(No Client Id)	Pending Filed: 5/1/2015 Serial #: 14/702,649		Next Priority 1 Due: Last Date to Respond to Office Action US	10/13/2015
AVNI-0014P Priority Case: None	US Patent	US	Title: OPTIMIZATION TO CREATE A HIGHLY SCALABLE VIRTUAL NETWORK SERVICE/APPLICATION USING COMMODITY HARDWARE No Client Name available(No Client Id)	Converted Filed: 5/15/2014 Serial #: 61/994,098		Next Priority 1 Due: None	None

Case Tracking System
Patent Case Summary Report
Avni Networks, Inc.

Date: September 12, 2016

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title/ Client Name, Client Case #</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
AVNI-0014US Priority Case: AVNI-0014P	US Patent	US	Title: OPTIMIZATION TO CREATE A HIGHLY SCALABLE VIRTUAL NETWORK SERVICE/APPLICATION USING COMMODITY HARDWARE No Client Name available(No Client Id)	Pending Filed: 5/14/2015 Serial #: 14/712,876		Next Priority 1 Due: Last Date to Respond to Office Action-US	10/13/2016
AVNI-0015P Priority Case: None	US Patent	US	Title: METHOD AND APPARATUS TO MIGRATE APPLICATIONS AND NETWORK SERVICES ONTO ANY CLOUD No Client Name available(No Client Id)	Converted Filed: 5/15/2014 Serial #: 61/994,093		Next Priority 1 Due: None	None
AVNI-0015US Priority Case: AVNI-0015P	US Patent	US	Title: METHOD AND APPARATUS TO MIGRATE APPLICATIONS AND NETWORK SERVICES ONTO ANY CLOUD No Client Name available(No Client Id)	Pending Filed: 5/14/2015 Serial #: 14/712,880 Pub #: 20150263894 Pub Date: 9/17/2015		Next Priority 1 Due: Last Date to Respond to Office Action-US	10/13/2016