

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5464060

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
HITACHI DATA SYSTEMS ENGINEERING UK LIMITED	03/01/2019

**RECEIVING PARTY DATA**

<b>Name:</b>	HITACHI VANTARA CORPORATION
<b>Street Address:</b>	2535 AUGUSTINE DRIVE
<b>City:</b>	SANTA CLARA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054

**PROPERTY NUMBERS Total: 45**

Property Type	Number
Application Number:	09879798
Application Number:	10889158
Application Number:	12535402
Application Number:	10286015
Application Number:	11841353
Application Number:	13533357
Application Number:	14078831
Application Number:	14079162
Application Number:	10286153
Application Number:	10407145
Application Number:	11767832
Application Number:	10646365
Application Number:	11871401
Application Number:	12015192
Application Number:	12164730
Application Number:	12164745
Application Number:	12399604
Application Number:	12248300
Application Number:	13043837
Application Number:	14456458

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Property Type	Number
Application Number:	13198877
Application Number:	13301241
Application Number:	14252144
Application Number:	14582500
Application Number:	15142174
Application Number:	13109520
Application Number:	14429185
Application Number:	15045946
Application Number:	14768317
Application Number:	14764648
Application Number:	13774800
Application Number:	14373060
Application Number:	14447803
Application Number:	14933474
Application Number:	14373050
Application Number:	14447807
Application Number:	15105196
Application Number:	15112466
Application Number:	15124843
Application Number:	15308898
Application Number:	15504337
Application Number:	15522307
Application Number:	15522304
Application Number:	15572510
Application Number:	15559002

**CORRESPONDENCE DATA**

**Fax Number:** (703)684-1157  
*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.*

**Phone:** 7036841120  
**Email:** ESCOTTI@MMIPLAW.COM,  
DOCKETPROCESSING@MMIPLAW.COM

**Correspondent Name:** MATTINGLY & MALUR, PC  
**Address Line 1:** 1800 DIAGONAL ROAD  
**Address Line 2:** SUITE 210  
**Address Line 4:** ALEXANDRIA, VIRGINIA 22314

<b>ATTORNEY DOCKET NUMBER:</b>	HVC-GENERAL
<b>NAME OF SUBMITTER:</b>	SHRINATH MALUR
<b>SIGNATURE:</b>	/Shrinath Malur/

<b>DATE SIGNED:</b>	04/05/2019
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**Total Attachments: 9**

- source=IP Assignment from HDSE to HVUS signed#page1.tif
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Dated: March 1, 2019

(1) **Hitachi Data Systems Engineering UK Limited**

(2) **Hitachi Vantara Corporation**

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IP ASSIGNMENT AGREEMENT

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THIS AGREEMENT is made

**BETWEEN:**

- 1 **Hitachi Data Systems Engineering UK Limited**, a company registered in England and Wales with registered number 03516646 having its registered office at The Capitol Building, Oldbury, Bracknell, United Kingdom, RG12 8FZ ("**Assignor**");
- 2 **Hitachi Vantara Corporation**, a company incorporated under the laws of Delaware whose principal place of business is at 2845 Lafayette Street, Santa Clara, California, United States ("**Assignee**"),

**BACKGROUND:**

- (A) The Assignor has created certain Intellectual Property detailed herein, of which it is the owner of the entire right, title and interest
- (B) The Assignee wishes to obtain the entire right, title and interest in and to the Intellectual Property
- (C) The Assignor has agreed to assign to the Assignee, and the Assignee agrees to accept, all the Assignor's right, title and interest in the Intellectual Property.
- (D) The Parties now wish to formalise such agreement and to define the conditions associated with the assignment in this Agreement

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Defined Terms**

In this Agreement

"**Agreement**" means this IP Assignment Agreement together with the appendices, which form part of this Agreement for all purposes,

"**Assignment Date**" means the date first written above

"**Documentation**" means documents, manuals, notes, drawings, specifications, data, reports and designs developed or produced by the Assignor relating to or in connection with the Intellectual Property or any product or service incorporating the Intellectual Property

"**Encumbrances**" means all options, restrictions, liens, mortgages, charges, equities and other encumbrances (whether monetary or not), security interests of any kind and all other rights exercisable,

"**Intellectual Property**" means the items listed in Appendix 1 and any and all intellectual property created by the Assignor on or before the Assignment Date

**"Intellectual Property Rights"** means the entire right, title and interest (both legal and beneficial) in the Intellectual Property and/or proprietary rights of the Assignor whether now existing or created after the Assignment Date rights including without limitation:

- i. patents and patent applications and the right to claim priority in respect thereof,
- ii. registered, unregistered or otherwise protected trademarks, trade names and service marks and protection from trademark dilution,
- iii. copyright and derivative works thereof, and other rights to works of authorship (whether registerable or not) including software (object and source code), and applications for registration thereof,
- iv. registered and unregistered designs rights and applications for registration thereof,
- v. database rights, semiconductor topography rights and proprietary data,
- vi. internet domain names and applications and reservations thereof,
- vii. proprietary and confidential information, trade secrets, and proprietary know-how;
- viii. any and all common-law or equitable rights relating to any of the foregoing and all other intellectual property and equivalent or similar forms of protection existing anywhere in the world, and
- ix. all rights to obtain renewals, continuations, divisions, reissues, re-examinations or other extensions of legal protections pertaining thereto including the right to sue for past infringement.

**"VAT"** means Value Added Tax or any similar sales tax from time to time replacing it or performing a similar fiscal function

## 1.2 **Contents and Headings**

The headings are included for convenience only and shall not affect the interpretation or construction of this Agreement

## 1.3 **Meaning of References**

In this Agreement, unless the context otherwise requires:

- (a) any reference to a **Party** or the **Parties** is to a party or the parties (as the case may be) to this Agreement and shall include any permitted assignees of a Party;

- (b) any reference to a **Clause** is to a clause to this Agreement,
- (c) any reference to a **statute** or **statutory provision** includes any consolidation, re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same as at the date of execution of the Agreement,

## **2. AGREEMENT TO TRANSFER**

### **2.1 Assignment**

The Assignor shall, in consideration of \$5,000,000 (Five Millions U S Dollars), assign and transfer to the Assignee Assignor's Intellectual Property Rights in the Intellectual Property with effect on and from the Assignment Date including any rights of the Assignor to take legal action against any third party for intellectual property infringement, including the right to sue for past infringement, or any other cause of action in relation to the Intellectual Property.

On or promptly following the Assignment Date, The Assignor shall provide the Assignee with any and all Documentation relating to the Intellectual Property

### **2.2 Warranties**

The Assignor warrants that

- a) *it has disclosed to the Assignee all information necessary to utilise the Intellectual Property assigned by this Agreement,*
- b) the Intellectual Property is free from Encumbrances and that the Assignment of the Intellectual Property will be transferred to the Assignee with full title and interest in the Intellectual Property, and
- c) the use of the Intellectual Property and the Documentation by the Assignee does not, to the Assignor's reasonable knowledge, infringe any intellectual property rights of any third party, and
- d) the Assignor is not aware of facts which could give rise the Intellectual Property constituting an infringement of any rights of any third party.

## **3. POST-TRANSFER OBLIGATIONS**

### **3.1 Further assistance**

On and after the transfer of the Intellectual Property, the Assignor shall do, execute and perform all such acts, deeds, documents or things (or procure the doing, execution or performance of them) as the Assignee may from time to time reasonably require for the purpose of vesting in the Assignee the full benefit of such Intellectual Property Rights

#### **4. GENERAL**

- 4.1 Assignor confirms that necessary due diligence has been made to ensure that execution of this Agreement shall not breach any of its rights and obligations before any third party in relation to the subject of this Agreement
- 4.2 Except as expressly stated otherwise in this document, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this document
- 4.3 This Agreement may be executed in a number of counterparts which taken together constitute one document
- 4.4 Unless expressly stated otherwise in this Agreement, nothing in this Agreement confers or is intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and nothing in this Agreement shall confer or purport to confer on any third party any benefit or right to enforce any terms of this Agreement

#### **5. EXPORT COMPLIANCE**

Each Party acknowledges that in various countries, laws and regulations governing the export of computer products and technology may prohibit use, sale or re-export of such products or technology if a party knows or has reason to know that such products and technology are for use in connection with the design, development, production, stock piling or use of nuclear, chemical or biological weapons or missiles, and in some countries (e.g. China) for certain conventional military end-uses. Each Party will ensure that all applicable export restrictions of the nature described in this section are observed.

#### **6. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with English law and the Parties consent to the exclusive jurisdiction of the English courts to settle any claim, dispute, or matter of difference which may arise out of or in connection with this Agreement.



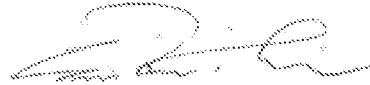
**EXECUTION**

The Parties have shown their acceptance to the terms of this Agreement by signing it below

**SIGNED** by  
for and on behalf of  
Assignor



**SIGNED** by  
for and on behalf of  
Assignee



Christopher H. Leslie, Esq.  
General Counsel & Chief Legal Officer  
Hitachi Vantara Corporation

### Appendix 1

Internal Reference Number	Country	Status	Patent Application Number	Patent Number
HDS_BLA1/CIP	US	Issued	09/879,798	US6,826,615
HDS_BLA1/CIP/Con1	US	Issued	10/889,158	US8,180,897
HDS_BLA1/CIP/CON2	US	Issued	12/535,402	US8,028,115
HDS_BLA1/EP1	EP	Issued	EP00988696.1	EP1188294
HDS_BLA1/DE1	DE	Issued	-	EP1188294 (DE60038448.9)
HDS_BLA1/GB1	GB	Issued	-	EP1188294
HDS_BLA1/EP1/DIV	EP	Issued	EP08075063.1	EP1912124
HDS_BLA1/DE1/DIV	DE	Issued	-	EP1912124 (DE60047680.4)
HDS_BLA1/GB1/DIV	GB	Issued	-	EP1912124
HDS_BLA2	US	Issued	10/286,015	US7,457,822
HDS_BLA2/CON1	US	Issued	11/841,353	US8,224,877
HDS_BLA2/CON2	US	Issued	13/533,357	US8,639,731
HDS_BLA2/CON3	US	Issued	14/078,831	US9,542,310
HDS_BLA2/CON4	US	Issued	14/079,162	US9,753,848
HDS_BLA2/CA1	CA	Issued	2,504,322	CA2,504,322
HDS_BLA2/EP1/DIV	EP	Pending	EP08075058.1 (EP 1 918 836)	
HDS_BLA2/EP1/DIV2	EP	Pending	EP15178178.8 (EP 2 983 093)	
HDS_BLA2/EP1/DIV3	EP	Pending	EP15178181.2 (EP 2 983 094)	
HDS_BLA2/JP1	JP	Issued	2004-550242	JP4568115
HDS_BLA2/JP1/DIV	JP	Issued	2010-015860	JP5,007,350
HDS_BLA3	US	Issued	10/286,153	US8,041,735
HDS_BLA4	US	Issued	10/407,145	US 7,237,021
HDS_BLA4/CON1	US	Issued	11/767,832	US7,509,409
HDS_BLA4/JP1	JP	Issued	2006-508612	JP5,014,784
HDS_BLA4/JP1/DIV	JP	Issued	2010-013537	JP5,745,770
HDS_BLA4/JP1/DIV/CON2	JP	Issued	2013-119365	5922061
HDS_BLA5	US	Issued	10/646,365	US7,421,555
HDS_BLA5/EP1	EP	Issued	EP04754532.2	EP1668437
HDS_BLA5/DE1	DE	Issued	-	EP1668437 (DE 60 2004 028 495.5)
HDS_BLA5/GB1	GB	Issued	-	EP1668437
HDS_BLA5/FR1	FR	Issued	-	EP1668437
HDS_BLA6	US	Issued	11/871,401	US8,006,053
HDS_BLA7	US	Issued	12/015,192	US8,504,904
HDS_BLA7/CIP	US	Issued	12/164,730	9767120
HDS_BLA8	US	Issued	12/164,745	9778882
HDS_BLA8/EP1	EP	Pending	EP09774183.9 (EP 2 318 913)	
HDS_BLA8/JP1	JP	Issued	2011-516712	5712127
HDS_BLA10	US	Issued	12/399,604	US7,987,162
HDS_BLA12APP	US	Issued	12/248,300	8112465
HDS_BLA12APP/EP1	EP	Issued	EP08837344.4	EP2212812

**Appendix 1 - Continue**

<b>Internal Reference Number</b>	<b>Country</b>	<b>Status</b>	<b>Patent Application Number</b>	<b>Patent Number</b>
HDS_BLA12APP/DE1	DE	Issued	-	EP2212812 (DE602008050251.1)
HDS_BLA12APP/GB1	GB	Issued	-	EP2212812
HDS_BLA14APP	US	Issued	13/043,837	US8,843,459
HDS_BLA14APP/CON1	US	Issued	14/456,458	US9,424,263
HDS_BLA15APP	US	Issued	13/198,877	US8,423,529
HDS_BLA16APP	US	Issued	13/301,241	US8,738,570
HDS_BLA16APP/CON1	US	Issued	14/252,144	US9,087,072
HDS_BLA16APP/CON2	US	Issued	14/582,500	US9,336,229
HDS_BLA16APP/US/CON3	US	Issued	15/142,174	US9760579
HDS_BLA16/EP1	EP	Issued	EP11802563.4	EP2593868
HDS_BLA16/DE1	DE	Issued	-	EP2593868 (DE602011013811.1)
HDS_BLA16/GB1	GB	Issued	-	EP2593868
HDS_BLA16/FR1	FR	Issued	-	EP2593868
HDS_BLA16 /EP1Div	EP	Issued	EP14175668.4	EP2787439
HDS_BLA16/EP1DivDE	DE	Issued	-	EP2787439 (DE602011026083.9)
HDS_BLA16/EP1DivGB	GB	Issued	-	EP2787439
HDS_BLA16/JP1	JP	Issued	2013-540995	5948340
HDS_BLA16/CN1	CN	Issued	2011800563059	ZL201180056305.9
HDS_BLA16/CN2	CN	Pending	2016101697623	
HDS_BLA17	US	Issued	13/109,520	US8,891,532
HDS_BLA18/US1	US	Issued	14/429,185	10176189
HDS_BLA18/US2	US	Issued	15/045,946	US9,928,250
HDS_BLA18/EP1	EP	Pending	EP12884949.4 (EP 2 898 424)	
HDS_BLA18/JP1	JP	Issued	2015-533024	5925968
HDS_BLA18/CN1	CN	Pending	2012800758545	
HDS_BLA19/US1	US	Allowed	14/768,317	
HDS_BLA19/EP1	EP	Pending	EP13875395.9 (EP 2 959 373)	
HDS_BLA19/JP1	JP	Issued	JP2015-559218	6109967
HDS_BLA20/US1	US	Pending	14/764,648	
HDS_BLA20/EP1	EP	Pending	EP13873888.5 (EP 2 951 674)	
HDS_BLA20/CN1	CN	Issued	2013800719371	ZL201380071937.1
HDS_BLA20/JP1	JP	Issued	JP2015-555982	6067888
HDS_BLA23	US	Issued	US13/774,800	US9,319,265
HDS_BLA24	US	Issued	US14/373,060	US9460111
HDS_BLA24/CIP	US	Issued	US14/447,803	US9,191,464
HDS_BLA24/US/CON1	US	Issued	US14/933,474	US9460112
HDS_BLA24/EP1	EP	Issued	EP13733299.5	EP2836901
HDS_BLA24/DE1	DE	Issued	-	EP2836901 (DE602013026152.0)
HDS_BLA24/GB1	GB	Issued	-	EP2836901
HDS_BLA24/FR1	FR	Issued	-	EP2836901
HDS_BLA24/EP2	EP	Issued	EP14176056.1	EP2840481

**Appendix 1 - Continue**

<b>Internal Reference Number</b>	<b>Country</b>	<b>Status</b>	<b>Patent Application Number</b>	<b>Patent Number</b>
HDS_BLA24/DE2	DE	Issued	-	EP2840481 (DE602013026445.7)
HDS_BLA24/GB2	GB	Issued	-	EP2840481
HDS_BLA24/FR2	FR	Issued	-	EP2840481
HDS_BLA24/JP1	JP	Issued	JP2016-522287	6129416
HDS_BLA24/CN1	CN	Issued	2013800780276	ZL201380078027.6
HDS_BLA25	US	Issued	US14/373,050	US9,454,532
HDS_BLA25CIP	US	Issued	US14/447,807	US9460097
HDS_BLA25/EP1	EP	Issued	EP13733300.1	EP2836902
HDS_BLA25/DE1	DE	Issued	-	EP2836902 (DE602013048775.8)
HDS_BLA25/GB1	GB	Issued	-	EP2836902
HDS_BLA25/FR1	FR	Issued	-	EP2836902
HDS_BLA25/EP2	EP	Issued	EP14176065.2	EP2821914
HDS_BLA25/GE2	DE	Issued	-	EP2821914 (DE602013026756.1)
HDS_BLA25/UK2	GB	Issued	-	EP2821914
HDS_BLA25/FR2	FR	Issued	-	EP2821914
HDS_BLA25/JP1	JP	Issued	JP2016-522288	6208860
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HDS_BLA26/US1	US	Pending	15/105,196	
HDS_BLA27/US1	US	Pending	15/112,466	
HDS_BLA28/US1	US	Issued	15/124,843	10198193
HDS_BLA29/US1	US	Pending	15/308,898	
HDS_BLA30/US1	US	Pending	15/504,337	
HDS_BLA31US	US	Pending	15/522,307	
HDS_BLA32US	US	Pending	15/522,304	
HDS_BLA33/US	US	Pending	15/572,510	
HDS_BLA34US	US	Pending	15/559,002	