PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5508077

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CLOUDENDURE LTD.	03/22/2019

RECEIVING PARTY DATA

Name:	AMAZON TECHNOLOGIES, INC.
Street Address:	PO BOX 81226
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98108-1226

PROPERTY NUMBERS Total: 21

Property Type	Number
Application Number:	61787178
Application Number:	14205083
Application Number:	15433640
Application Number:	61946954
Application Number:	14636233
Application Number:	61948052
Application Number:	14639594
Application Number:	62273806
Application Number:	15196899
Application Number:	62429786
Application Number:	15395601
Application Number:	14870652
Application Number:	62438785
Application Number:	15853788
Application Number:	15855512
Application Number:	62594867
Application Number:	16203110
Application Number:	62611335
Application Number:	16204264
Application Number:	62749423

Property Type	Number
Application Number:	62749437

CORRESPONDENCE DATA

Fax Number: (408)675-0442

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: 4086750441

Email: stacie@ndwe.com

Correspondent Name: NICHOLSON DE VOS WEBSTER & ELLIOTT, LLP

Address Line 1: 99 ALMADEN BOULEVARD

Address Line 2: SUITE 710

Address Line 4: SAN JOSE, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER:	1030P505
NAME OF SUBMITTER:	BRIAN F. LEEGE
SIGNATURE:	/Brian F. Leege/
DATE SIGNED:	05/06/2019

Total Attachments: 14

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Assignment Agreement
CloudEndure IP Buy-Out

This **Assignment Agreement** (this "**Agreement**"), effective as of **March 1, 2019** (the "**Effective Date**"), is by and between **CloudEndure Ltd.** (""), a **Limited Company** having its principal place of business in **Israel**, and **Amazon Technologies, Inc.** (""), a **Corporation** having its principal place of business in the **United States**. and are collectively referred to as the "**Parties**", and each individually is a "**Party.**"

RECITALS

WHEREAS, the Parties desire to assign certain intellectual property rights as defined in **Exhibit A**.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1.   Definitions

The following definitions apply to all sections of this Agreement:

1.1   "**Affiliate**" means, with respect to either Party, any person or entity controlling, under the control of, or under common control, with that Party.

1.2   "**Assignor Intellectual Property**" means, unless otherwise provided in **Exhibit A**:

(a) any and all intellectual property rights throughout the world, owned or otherwise held by Assignor, whether existing under intellectual property, unfair competition or trade secret laws, under statute, at common law or equity, including but not limited to:

(i) copyrights (including but not limited to reviews and editorial content), trade secrets, trademarks, trade names, and service marks, together with all of the goodwill of the business symbolized by such marks and names, World Wide Web domain names, patents, applications for patent, inventions, designs, logos and trade dress, "moral rights," mask works, know-how, rights of personality, publicity, privacy, rights in associate or vendor information, rights in customer information (including but not limited to customer lists and customer data) and databases and any other intellectual property and/or proprietary rights;

(ii) any application or right to apply for any of the rights referred to in this clause; and

(iii) any and all renewals, extensions (including continuations, divisional, continuations-in-part or re-examinations of any patent right), future equivalents and restorations thereof, now or hereafter in force and effect;

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(b) any and all intellectual property related to the rights referred to in this clause (including the right to reproduce, publically perform, publically display, promote and distribute) that is licensed, transferred or assigned to Assignor by any third party or Assignor Affiliate; and

(c) any and all Derivative Works assigned to Assignor pursuant to Section 2 of this Agreement.

1.3 "**Derivative Works**" means any and all new works created by or for Assignor from preexisting material contained within or as a result of access to and use of the Assignor Intellectual Property including, but not limited to:

(a) for copyrightable or copyrighted material, any modification, correction, addition, translation, portation, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted;

(b) for patentable or patented material, any modification or addition thereof or any improvement thereon; and

(c) for any other Assignor Intellectual Property, any modification, extension, or addition thereof.

Other initially capitalized terms used in this Agreement have the meanings as described or defined within the text of this Agreement.

2. Assignment & Ownership; Assumption

2.1 <u>Assignment</u>. Assignor hereby irrevocably, solely and exclusively assigns and transfers to Assignee, its successors, and its assigns, all right, title, and interest in and to the Assignor Intellectual Property. To the extent any of Assignor's rights in the Assignor Intellectual Property, including without limitation to any moral rights, are not subject to assignment under this Agreement, Assignor hereby irrevocably and unconditionally waives all enforcement of such rights against Assignee.

2.2 <u>Assistance</u>.

(a) Assignor will execute and deliver such instruments and take any other action as Assignee may request in order to perfect or protect Assignee's rights in the Assignor Intellectual Property and to carry out the assignments contemplated in this Section 2.

(b) Assignor will also assist Assignee and its nominees in every proper way to secure, maintain, protect and defend for Assignee's own benefit all such rights in the Assignor Intellectual Property in any and all jurisdictions at Assignee's request. Assignor will cooperate with Assignee in the filing and prosecution of any other intellectual property-related applications and/or registrations that Assignee may elect to file with regard to the Assignor Intellectual Property or inventions and designs relating to the Assignor Intellectual Property.

(c) The Parties hereby agree to cooperate and work in good faith with one another to consummate the transactions contemplated by this Agreement both prior and subsequent to the

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Effective Date. Without limiting the foregoing, if at any time after the Effective Date any further action is necessary to carry out the purposes of this Agreement, the proper officers and employees of each Party hereto shall take all such necessary and desirable action, including the execution and delivery of such endorsements, consents instruments of sale, transfer, conveyance, assignment and assumption as such other Party reasonably requests. Such necessary and desirable actions shall be completed without consideration beyond that described herein.

2.3 Attorney-in-Fact. If Assignor fails to execute, acknowledge, verify or deliver any such document reasonably requested by Assignee, Assignor hereby irrevocably appoints Assignee and its authorized officers and agents as Assignor's agent and attorney-in-fact to act in Assignor's place to execute, acknowledge, verify or deliver any such document (as applicable) on Assignor's behalf.

2.4 No Obligation to Exercise Rights. Nothing in this Agreement will be deemed to require that Assignee must market, license, distribute or promote the Assignor Intellectual Property, either alone or as part of any Assignee technology, product or service.

2.5 Assumption. Assignee hereby:

(a) irrevocably and unconditionally accepts the assignment set forth in Section 2.1 hereof (including without limitation all right, title, and interest related thereto);

(b) assumes all of Assignor's obligations under any contract that is transferred to Assignee as part of this Agreement (which may include, by way of example but not limitation, any contract regarding the protection of customer data);

(c) agrees to perform all of Assignor's duties under any such contract;

(d) agrees to be bound by the terms of any such contract; and

(e) releases Assignor from further obligation and liability under any such contract, provided that as between Assignor and Assignee, Assignor will remain liable for all obligations, duties and liabilities of Assignor accruing before the Effective Date.

3. Consideration

Assignor and Assignee hereby mutually agree that the Assignor Intellectual Property is assigned to Assignee in accordance with Section 2 of this Agreement in consideration of Assignee paying to Assignor an amount in New Israeli Shekels of 364,522,381. Assignee will pay such amount to Assignor within 90 (ninety) days after the Effective Date. Assignee owes no other royalties or payment for the assignment made under this Agreement.

4. Representations

Assignor hereby represents and warrants to Assignee that, as of the Effective Date:

(a) Assignor has good, valid and marketable title to the Assignor Intellectual Property, free and clear of all title defects, liens, charges, options, pledges, security interests, restrictions on transfer or any other restrictions (collectively, "**Encumbrances**");

(b)   Assignor is and has been since its inception in compliance in all material respects with all applicable laws in connection with the operation and administration of Assignor's business, except for any non-compliance that could not reasonably be expected to have a material adverse effect on Assignee or its ability to consummate the transactions contemplated by this Agreement;

(c)   There are no claims, actions, suits, arbitrations, investigations or proceedings pending or involving or threatened against Assignor or any of the Assignor Intellectual Property which are reasonably likely to result in any claim against any of the Assignor Intellectual Property to satisfy any judgment, order, decree or stipulation, before or by any state or federal court or governmental or non-governmental department, commission, board, bureau, agency or instrumentality; and

(d)   Except in connection with the transfer of domain names, patents, patent applications, trademarks and trademark applications that are part of the Assignor Intellectual Property, no consent, approval or authorization of, or notice to, declaration, filing or registration with, any governmental authority or any other third party is required to be made or obtained by Assignor in connection with the execution, delivery and performance by Assignor of this Agreement or the consummation by Assignor of any of the transactions contemplated hereby and thereby.

5.   Indemnity

Assignor shall indemnify and hold harmless Assignee and its Affiliates, licensees, permitted assigns, and subcontractors, and their respective directors, officers, and employees and agents of the foregoing from and against any and all claims, costs, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claims that, if true, would establish that Assignor failed to convey good and marketable title in the Assignor Intellectual Property to Assignee.

6.   General

6.1   Governing Law. This Agreement is governed by and will be construed in accordance with the laws set forth in Washington. Any dispute arising under, in connection with, or incident to this Agreement or concerning its interpretation will be resolved exclusively in the courts located in Washington, and each Party irrevocably consents to the exercise of jurisdiction by said courts over it. In such a dispute, legal process may be served upon Assignor or Assignee in the same manner as provided in this Agreement for delivery of non-electronic notices.

6.2   Withholding Taxes. If any amounts payable by Assignee to Assignor pursuant to this Agreement are taxable by any jurisdiction and taxes are required to be withheld and paid from such amounts by Assignee, Assignee shall withhold and pay such taxes on behalf of itself or Assignor and transmit to Assignor the appropriate tax receipts evidencing Assignee's payment of such taxes.

6.3   Binding Affect; Assignment. This Agreement shall inure to the benefit of and is binding upon the Parties and their respective successors and assigns. Any Party may assign its rights and obligations under this Agreement without the other Parties' consent provided the assignee is an Affiliate of the assignor.

6.4   No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of this Agreement.

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6.5   Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions remain in full force and effect.

6.6   Further Assurances. Each Party agrees to take such further action and execute, deliver and/or file such documents or instruments as are necessary to carry out the purposes of this Agreement.

6.7   Good-Faith Defense. Nothing in this Agreement requires Assignee to pay or discharge any debt or obligation of which Assignor or Assignee may in good faith contest the validity or amount.

6.8   Compliance. Each Party shall comply with all applicable laws, rules and regulations relating to the subject matter of this Agreement, including without limitation, export and privacy laws and regulations that may apply to such intellectual property as contemplated by Section 2 and, if applicable, **Exhibit A**.

6.9   No Third-Party Beneficiaries. This Agreement is executed for the benefit of no person or entity other than Assignee and Assignor.

6.10   Section Headings.   The section headings used in this Agreement are intended for convenience only and do not supersede or modify any provisions.

6.11   Exhibits Additional Terms and Definitions.   **Exhibit A** (and any other Exhibits) to this Agreement contains additional terms, conditions and definitions that shall be an integral part of this Agreement and are given the same legal validity as this Agreement.

6.12   Entire Agreement.   This Agreement (including its Exhibits) may not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Assignee and Assignor by their respective duly authorized representatives.

6.13   Execution of Agreement; Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.   The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

CloudEndure Ltd.

By: _____

Name: Ofer Gadish

Title: General Manager & Director

Dated: March 22, 2019

CloudEndure Ltd
VAT#: 514887454

Amazon Technologies, Inc.

By: _____

Name: _____

Title: _____

Dated: _____

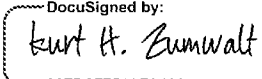**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

CloudEndure Ltd.

By:

Name:

Title:

Dated:

Amazon Technologies, Inc.

By: *kurt H. Zumwalt*
DocuSigned by:
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Name: Kurt H. Zumwalt

Title: Vice President and Treasurer

Dated: March 25, 2019

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<u>**Exhibit A**</u>

1. Without limiting the provisions of Section 1.2, "**Assignor Intellectual Property**" includes any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, trade secrets, knowhow, patents, and patent applications, and all associated rights and all registrations, applications, renewals, extensions, divisions, and continuations (in whole or in part) of any of the foregoing held by Assignor as of the Effective Date of this Agreement.

2. For clarity, a subset of the Assigned Intellectual Property as used in this Agreement shall specifically include the following:

   2.1.Patents

Docket	Country	App./Patent No.	Title	Inventors	Filing Date	Status
CLD001 IL	IL	231516	System and Method for Maintaining a Copy of a Cloud-Based Computing Environment and Restoration Thereof	Ofer Gadish, Leonid Feinberg, Ofir Ehrlich, Gil Shai	2014-03-13	Issued
CLDEP0004	US	9,582,386	System and Method for Maintaining a Copy of a Cloud-Based Computing Environment and Restoration Thereof	Ofer Gadish, Leonid Feinberg, Ofir Ehrlich, Gil Shai	2014-03-11	Issued
CLDEP0600	US	10,191,823	System and Method for Restoring Original Machines From Replicated Machines in a Secondary Computing Environment	Leonid Feinberg, Ofir Ehrlich, Ophir Setter, Roman Zeyde, Sigal Weiner, Eran Weiss	2016-06-29	Issued

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CLDE P0298	US	14/636,23 3	System and Method for Asynchronous Replication of a Storage in a Computing Environment	Leonid Feinberg, Ofir Ehrlich, Ofer Gadish, Gil Shai, Ophir Setter	2015-03-03	Pending
CLDE P0299	US	14/639,59 4	System and Method for Name Resolution of Replicated Components in Computing Environments	Jonathan Cederbau m, Ofir Ehrlich, Ophir Setter, Roman Zeyde, Leonid Feinberg	2015-03-05	Pending
CLDE P0530	US	14/870,65 2	System and Method for Orchestrating Replicated Components In a Replicated Cloud Based Computing Environment	Leonid Feinberg, Ofir Ehrlich, Ophir Setter, Roman Zeyde, Sigal Weiner	2015-09-30	Pending
CLDE P0820	US	15/395,60 1	Synchronization of an Order of Access Instructions from a Primary Computing Environment to a Replicated Computing Environment	Ophir Setter, Ofir Ehrlich, Leonid Feinberg	2016-12-30	Pending
CLDE P004C1	US	15/433,64 0	System and Method for Providing Failovers for a Cloud-Based	Ofer Gadish, Leonid Feinberg, Ofir	2017-02-15	Pending

			Computing Environment	Ehrlich, Gil Shai		
CLDE P0832	US	15/853,788	System and Method for Disk Identification in a Cloud Based Computing Environment	Leonid Feinberg, Ophir Setter, Sigal Weiner, Ofir Ehrlich	2017-12-23	Pending
CLDE P0986	US	15/855,512	System and Method for Deploying Cloud-Based Computing Environment Agnostic Applications	Leonid Feinberg, Ofir Ehrlich, Eran Weiss, Ophir Setter	2017-12-27	Pending
CLDE P1132P	US	16/203,110	Method and System For Data Recovery In A Cloud Based Computing Environment Utilizing Object Storage	Leonid Feinberg, Ofir Ehrlich, Sigal Weiner, Eran Weiss, Ophir Setter, Kosta Shougaev	2018-11-28	Pending - Non-provisional
CLDE P1148P	US	16/204,264	A Replication System With Network Failover	Ophir Setter, Roman Zeyde, Sigal Weiner, Leonid Feinberg, Ofir Ehrlich	2018-11-29	Pending - Non-provisional

	US	61/787,17 8	System and Methods Thereof for Maintaining a Copy of a Cloud-Based Environment in a First Cloud and Restoring the Environment in a Second Cloud	Ofer Gadish, Leonid Feinberg, Ofir Ehrlich	3/15/201 3	Expired
CLDE P0298P	US	61/946,95 4	SYSTEM AND METHOD FOR ASYNCHRONOU S REPLICATION OF A STORAGE IN A COMPUTING ENVIRONMENT	Leonid Feinberg, Ofir Ehrlich, Ofer Gadish, Gil Shai, Ophir Setter	3/3/2014	Expired
CLDE P0299P	US	61/948,05 2	A System and Methods Thereof for Name Resolving for Replicated Components in a Computing Environment	Jonathan Cederbau m, Ofir Ehrlich, Ophir Setter, Roman Zeyde, Leonid Feinberg	3/5/2014	Expired
CLDE P0600P	US	62/273,80 6	SYSTEM AND METHOD FOR RESTORING ORIGINAL MACHINES FROM REPLICATED MACHINES IN A SECONDARY COMPUTING ENVIRONMENT	Leonid Feinberg, Ofir Ehrlich, Eran Weiss, Roman Zeyde, Sigal Weiner, Ophir Setter	12/31/20 15	Expired
CLDE P0820P		62/429,78 6	SYNCHRONIZATI ON OF AN ORDER OF ACCESS INSTRUCTIONS FROM A	Ophir Setter, Ofir Ehrlich, Leonid Feinberg	12/3/201 6	Expired

			PRIMARY COMPUTING ENVIRONMENT TO A REPLICATED COMPUTING ENVIRONMENT			
CLDE P0832P	US	62/438,785	METHOD FOR IMPROVING MACHINE REPLICATION IN A CLOUD BASED COMPUTING ENVIRONMENT	Leonid Feinberg, Ophir Setter, Sigal Weiner, Ofir Ehrlich	12/23/2016	Expired
CLDE P1132P	US	62/594,867	METHOD FOR DISASTER RECOVERY IN A CLOUD BASED COMPUTING ENVIRONMENT UTILIZING OBJECT STORAGE	Leonid Feinberg, Ofir Ehrlich, Sigal Weiner, Eran Weiss, Ophir Setter, Kosta Shougaev	12/5/2017	Expired
CLDE P1148P	US	62/611,335	A Replication System With Network Failover	Ophir Setter, Roman Zeyde, Sigal Weiner, Leonid Feinberg, Ofir Ehrlich	12/28/2017	Expired
CLD-013	US	62/749,423	An Improved Method for Replicating a First Computing Environment to a Network-Based Computing Environment	Leonid Feinberg, Ofir Ehrlich, Sigal Weiner, Eran Weiss	2018-10-23	Pending - provisional

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CLD-014	US	62/749,437	A Network Discovery and Orchestration Tool	Leonid Feinberg, Ofir Ehrlich, Sigal Weiner, Eran Weiss	2018-10-23	Pending - provisional

2.2. Trademarks:

Trademark	Country	Status	Class	Serial Number	Registration Number	Filed
THE NINESOBSERVER	US	Registered	41	86-306,887	4675132	2014-06-11
BUSINESS AS USUAL. ALWAYS.	US	Registered	42	86-306,886	4681301	2014-06-11
CLOUDENDURE LOGO	US	Registered	42	86-306,873	4681300	2014-06-11
CLOUDENDURE	US	Registered	42	86-306,870	4678469	2014-06-11
ALL SYSTEMS GO	US	Registered	42	86/951,443	5201362	2016-03-24

2.3. Domains:

    i.   cloudendure.com

    ii.   cloudendure.info

    iii.   cloudendure.net (not in use)

    iv.   cloudendure.org (not in use)

2.4. Material unregistered trademarks, trade names, service marks, logos, domain names, design rights, or other identifiers:

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i. IT RESILIENCE FOR THE HYBRID CLOUD.

ii. IT RESILIENCE SUITE.

iii. CLOUDENDURE DISASTER RECOVERY.

iv. CLOUDENDURE LIVE MIGRATION.

v. CLOUDENDURE CONTINUOUS BACKUP.

vi. NEXT-GENERATION IT RESILIENCE.

vii. THE POWER OF MOBILITY AT YOUR FINGERTIPS.

viii. REMAIN UNSTOPPABLE WITH US.

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