PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5940689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
IMANIS DATA INC.	05/23/2019

RECEIVING PARTY DATA

Name:	COHESITY, INC.
Street Address:	300 PARK AVE.
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95110

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16705089

CORRESPONDENCE DATA

Fax Number:	(408)973-2595

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:	408-207-4763
Email:	mhuang@ip-patent.com
Correspondent Name:	VAN PELT, YI & JAMES LLP
Address Line 1:	10050 N. FOOTHILL BLVD., SUITE 200
Address Line 4:	CUPERTINO, CALIFORNIA 95014

ATTORNEY DOCKET NUMBER:	COHEP050C1
NAME OF SUBMITTER:	TIMOTHY H. HWANG
SIGNATURE:	/Timothy H. Hwang/
DATE SIGNED:	01/31/2020

Total Attachments: 4
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ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement ("**Agreement**") is made as of May 15, 2019 ("**Effective Date**") between Cohesity, Inc. ("**Assignee**"), and Imanis Data, Inc. ("**Assignor**"). In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Definitions

1.1 "**Assigned Property**" means the property listed in **Exhibit A** and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of the property.

1.2 "**Intellectual Property**" means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings ("**Works of Authorship**"); inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items ("**Inventions**"); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features ("**Trademarks**"); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques ("**Confidential Information**").

1.3 "**Intellectual Property Rights**" means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and rights granted under the Copyright Act ("**Copyrights**"); rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act ("**Patent Rights**"); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act ("**Trademark Rights**"); rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act ("**Trade Secret Rights**"); rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity ("**Personality Rights**"); rights of attribution and integrity and other moral rights of an author ("**Moral Rights**"); and rights in, arising out of, or associated with domain names ("**Domain Name Rights**").

2. **Assignment.** Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Assignor may have in the Assigned Property.

3. Consideration. In consideration for assignments made by Assignor under this Agreement, Assignee will pay Assignor $1.

4. Intentionally Left Blank.

5. Representations and Warranties. Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Assigned Property; and Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party other than to the extent embodied in software products licensed to its customers that have been previously disclosed to Assignee; the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer.

6. Intentionally Left Blank. 7. Further Assurances

7.1 <u>Assistance.</u> Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

7.2 <u>Power of Attorney.</u> If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

8. Miscellaneous

8.1 <u>Injunctive Relief.</u> A breach of this Agreement may result in irreparable harm to Assignee and a remedy at law for any such breach will be inadequate, and in recognition thereof, Assignee will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages.

8.2 <u>Binding on Successors.</u> This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the consent of Assignee.Assignee may assign this Agreement in its discretion.

8.3 <u>Governing Law and Jurisdiction.</u> This Agreement will be governed by, and construed in accordance with, the laws of the State of California without reference to its conflict of laws provisions.
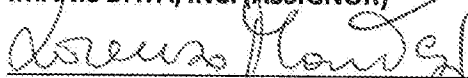
8.4 <u>Amendment and Waiver.</u> This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

8.5 <u>Severability.</u> If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

8.6 <u>Entire Agreement.</u> This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Statement of Work effective as of the Effective Date with intent to be bound hereby.

IMANIS DATA, INC. (ASSIGNOR)

(signature)

Name: Lorenzo Montesi

Title: President

Date: 5/23/2019

COHESITY, INC. (ASSIGNEE)

(signature)

Name: Tim Robbins

Title: VP of Legal, General Counsel

Date: 5/23/2019

EXHIBIT A

PROPERTY

Docket Number	USPTO Application Number or Trademark Serial Number	Title	Inventor(s)	Filing Date	Patent Number or Trademark Registration Number
TLNA.P701	14/866,047	Data Aware Deduplication	Hariprasad Bhasker Rao Mankude	9/25/2015	10,162,832
TLNA.P701P	62/055,395	Data Aware Deduplication	Hariprasad Bhasker Rao Mankude	9/25/2014	
TLNA.P702	14/876,579	Web-Scale Distributed Deduplication	Hariprasad Bhasker Rao Mankude	10/6/2015	
TLNA.P702P	62/060,367	Web-Scale Distributed Deduplication	Hariprasad Bhasker Rao Mankude	10/6/2014	
TLNA.P703	14/866,558	Referential Sampling of Polyglot Datasets	Srinivas Vadlamani	9/25/2015	10,216,784
TLNA.P703P	62/055,396	Referential Sampling of Polyglot Datasets	Srinivas Vadlamani	9/25/2014	
TLNA.T001	86907846	Always-On Big Data		2/15/2016	
TLNA.T002	86931805	ActiveRx		3/7/2016	5317852