

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6052728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SYMANTEC CORPORATION	11/04/2019
RECEIVING PARTY DATA	
Name:	CA, INC.
Street Address:	1320 RIDDER PARK DRIVE
City:	SAN JOSE
State/Country:	CALIFORNIA
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16560273
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ATTORNEY DOCKET NUMBER:	013446.1520U1
NAME OF SUBMITTER:	JONATHAN R. LEE
SIGNATURE:	/Jonathan R. Lee/
DATE SIGNED:	04/08/2020
Total Attachments: 4	
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ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS, dated as of November 4, 2019 (the "Patent Assignment"), is by and between CA, Inc. ("Assignee"), and Symantec Corporation, a Delaware corporation ("Seller").

WHEREAS, on August 8, 2019, Seller and Broadcom, Inc. ("Purchaser") entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), pursuant to which, among other things, Purchaser purchased and acquired from Seller and its applicable Subsidiaries the Purchased Assets, and has assumed the Assumed Liabilities, in the manner and upon the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, the Asset Purchase Agreement provides that, in connection with the consummation of the transactions contemplated thereby, the Parties will enter into this Patent Assignment, pursuant to which Seller will irrevocably assign and transfer the Transferred Patents to Purchaser or to Assignee as a wholly-owned subsidiary of Purchaser.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Patent Assignment and the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Patent Assignment have the meanings assigned to them in the Asset Purchase Agreement.

2. Patent Assignment. The Seller hereby sells, assigns, transfers and delivers to Assignee, and Assignee hereby accepts, all right, title and interest that exist as of the date hereof in, to and under the following: (i) the Transferred Patents, (ii) all United States and foreign Patents and Patent applications listed in Schedule A hereto and all reissues, divisionals, re-examinations, renewals, extensions, provisionals, continuations, and continuations in part thereof, (iii) all foreign counterparts to any Patents and Patent applications described in clauses (i) or (ii), regardless of whether such foreign counterpart Patents or Patent applications are listed on Schedule A, (iv) all Patents or Patent applications which claim direct or indirect priority to, or to which direct or indirect priority is claimed by, any of the Patents or Patent applications described in clauses (i), (ii) or (iii), but excluding for this subsection (iv) any Seller Licensed Patents listed on Annex 1.1(d) – Seller Licensed Patents of the Seller Disclosure Letter, and (v) any other Patents or Patent applications that are subject to a terminal disclaimer with reference to any of the Patents or Patent applications included in (i), (ii), (iii) or (iv), or to which a Patent or Patent application in (i), (ii), (iii) or (iv) is terminally disclaimed (all of the foregoing are collectively the "Assigned Patents"); and (b) all rights, claims, and privileges relating to the Assigned Patents, including without limitation all rights to the underlying inventions, to claim priority on the basis thereof, to prosecute and maintain the Assigned Patents, to sue and recover damages for past, present, and future infringement, to obtain injunctive or other equitable relief, and to collect royalties and other payments under or on account of any of the Assigned Patents.

2. Commissioner of Patents. The Seller does hereby request and authorize the Commissioner of Patents and Trademarks of the United States of America and all other corresponding patent offices or authorities of other jurisdictions to issue letters patent, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Assigned Patents and the inventions included in the Assigned Patents to Assignee or Assignee's nominee, successor or assign.

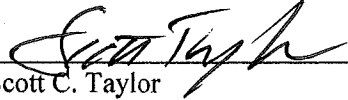
3. Further Assurances. The Seller agrees to execute all specific assignments, oaths, declarations, deeds or other instruments, and to do all acts necessary or proper, in each case, that are reasonably requested by Assignee, (a) to transfer to Assignee the Assigned Patents and the inventions included in the Assigned Patents, (b) to secure the grant of letters patent on the Assigned Patents and the inventions included in the Assigned Patents, in the United States of America and in all other jurisdictions, to Assignee or Assignee's nominee, and (c) to vest and confirm therein the legal title to all such Assigned Patents.

4. General. This Patent Assignment may be executed in multiple counterparts and either Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. For purposes of this Patent Assignment, facsimile signatures (including by electronic scans delivered by electronic mail) shall be deemed originals, and the Parties agree to exchange original signatures as promptly as possible following delivery of such facsimile signatures.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Assignment of Patent Rights to be duly executed by their duly authorized representatives as of the date first above written.

SYMANTEC CORPORATION

By: 
Name: Scott C. Taylor
Title: Executive Vice President, General Counsel and Secretary

[Signature Page to Assignment of Patent Rights]

PATENT
REEL: 052348 FRAME: 0335

IN WITNESS WHEREOF, the parties have caused this Assignment of Patent Rights to be duly executed by their duly authorized representatives as of the date first above written.

CA, Inc.

DocuSigned by:

Thomas Krause Jr.

By:

Name: Thomas H. Krause, Jr.

Title: Chief Financial Officer and
Treasurer

[Signature Page to Assignment of Patent Rights]