# 506033702 04/27/2020

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
ROBERT ELLIS	04/27/2020
ATIF HUSSAIN	04/27/2020
VENUGOPAL GARUDA	04/27/2020
KEVIN O'TOOLE	04/27/2020
TODD LINDBERG LINDBERG	04/27/2020

#### RECEIVING PARTY DATA

Name:	WESTERN DIGITAL TECHNOLOGIES, INC.
Street Address:	5601 GREAT OAKS PARKWAY
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95119

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16859494

### **CORRESPONDENCE DATA**

Fax Number:

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:** 213.443.7506

**Email:** daniel.wityak@arentfox.com, patentdocket@arentfox.com

Correspondent Name: ARENT FOX LLP

Address Line 1: 555 WEST FIFTH STREET, 48TH FLOOR LOS ANGELES, CALIFORNIA 90013

ATTORNEY DOCKET NUMBER:	034414.00840		
NAME OF SUBMITTER:	DANIEL WITYAK		
SIGNATURE:	/Daniel Wityak/		
DATE SIGNED:	04/27/2020		

**Total Attachments: 5** 

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#### ASSIGNMENT

### WHEREAS, WE

- 1. Robert Ellis, a citizen of the United States of America, having a mailing address of c/o Western Digital Technologies, Inc., 5601 Great Oaks Parkway, San Jose, CA, 95119, and a residency of Phoenix, AZ, US,
- 2. Atif Hussain, a citizen of the United States of America, having a mailing address of c/o Western Digital Technologies, Inc., 5601 Great Oaks Parkway, San Jose, CA, 95119, and a residency of Denver, CO, US,
- 3. Venugopal Garuda, a citizen of the United States of America, having a mailing address of c/o Western Digital Technologies, Inc., 5601 Great Oaks Parkway, San Jose, CA, 95119, and a residency of Denver, CO, US,
- 4. Kevin O'Toole, a citizen of the United States of America, having a mailing address of c/o Western Digital Technologies, Inc., 5601 Great Oaks Parkway, San Jose, CA, 95119, and a residency of Chandler, AZ, US,
- 5. Todd Lindberg, a citizen of the United States of America, having a mailing address of c/o Western Digital Technologies, Inc., 5601 Great Oaks Parkway, San Jose, CA, 95119, and a residency of Phoenix, AZ, US,

have conceived of one or more processes, methods, machines, articles of manufacture, designs, compositions of matter, inventions, discoveries or new or useful improvements relating to

### **System for Accelerated Training of Bit Output Timings**

(collectively the "INVENTIONS") for which WE have executed and/or may execute one or more patent applications therefor; and

WHEREAS, WESTERN DIGITAL TECHNOLOGIES, INC. (hereinafter "ASSIGNEE"), a corporation, having a place of business at 5601 Great Oaks Parkway, San Jose, CA, 95119 (hereinafter "ASSIGNEE"), desires to acquire or otherwise obtain the entire right, title, and interest in and to said INVENTIONS, including all inventions related thereto or thereof, all patent applications therefor, and all patents that have granted or may be granted hereafter thereon, including but not limited to those identified below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, WE do hereby acknowledge that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, the entire right, title, and interest throughout the world in and to said INVENTIONS, including all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in the United States, including but not limited to <u>U.S. Application No(s) 16/859,494 filed April 27, 2020</u>, and all provisional applications relating thereto, (and do hereby authorize ASSIGNEE and its

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representative to hereafter add herein such application number(s) and/or filing date(s) when known), and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, and design applications thereof, and all issued patents of the United States which may have granted or may be granted hereafter thereon and all reissues, renewals, reexaminations, and extensions to any of the foregoing and all patents issuing thereon in the United States;

AND WE further do acknowledge and agree that WE have sold, assigned, conveyed, and transferred, and by these presents do hereby sell, assign, convey, and transfer, unto ASSIGNEE, its successors, its legal representatives, and its assigns, all rights of priority under International Conventions, Treaties, or Agreements, and the entire right, title, and interest throughout the world in said INVENTIONS, including all inventions related thereto or thereof, and all patent applications therefor that may have been filed or may be filed hereafter for said INVENTIONS in any foreign country, countries, or treaty/union organizations, and all divisional applications, renewal applications, continuation applications, continuation-in-part applications, patent of addition applications, confirmation applications, validation applications, utility model applications, and design applications thereof, and all issued patents which may have granted or may be granted hereafter for said INVENTIONS in any country or countries foreign to the United States, and all reissues, renewals, reexaminations, and extensions thereof;

AND WE DO HEREBY authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications or registrations, to issue all patents for said INVENTIONS to said ASSIGNEE, its successors, its legal representatives and its assigns, in accordance with the terms of this instrument;

AND WE DO HEREBY sell, assign, transfer, and convey to said ASSIGNEE, its successors, its legal representatives, and its assigns all claims for damages and all remedies arising out of or relating to any violation(s) of any of the rights assigned hereby that have or may have accrued prior to the date of assignment to said ASSIGNEE, or may accrue hereafter, including, but not limited to the right to sue for, seek, obtain, collect, recover, and retain damages and any ongoing or prospective royalties to which WE may be entitled, or that WE may collect for any infringement or from any settlement or agreement related to any of said patents before or after issuance;

AND WE HEREBY covenant and agree that WE will communicate promptly to said ASSIGNEE, its successors, its legal representatives, and its assigns, any facts known to us respecting said INVENTIONS, and will testify in any legal proceeding, sign all lawful papers, execute all applications and certificates, make all rightful declarations and/or oaths, and provide all lawful assistance to said ASSIGNEE, its successors, its legal representatives and its assigns, to obtain and enforce patent protection for said INVENTIONS in all countries;

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AND WE HEREBY covenant that WE will not execute any writing or do any act whatsoever conflicting with these presents.

Done at <u>Chaudles</u> -	, on <u>4/27/2020</u> DATE	<u>Pobulu Ellis</u> Robert Ellis
Done at LOCATION	, on date	Atif Hussain
Done at LOCATION	, on Daye	Venugopal Garuda
Done at LOCATION	on Date	Kevin O'Toole
Done at	, on date	Todd Lindberg

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AND WE HEREBY covenant that WE will not execute any writing or do any act whatsoever conflicting with these presents.

Done at	, on			
LOCATION		DATE	Robert Ellis	
Done at Denver, CO	, on	27-Apr-2020  DATE	Atif Hussain	
Done at Longmont, CO	, on	27-Apr-2020	Venugopal Garuda	
Done at Chandler, AZ LOCATION	, on	27-APR-2020 DATE	Kevin O'Toole	
Done at	, on	DATE	Todd Lindberg	

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Attorney Docket: 034414.00840

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AND WE HEREBY covenant that WE will not execute any writing or do any act whatsoever conflicting with these presents.

Done at	, on		<u> </u>
LOCATION		DATE	Robert Ellis
Done at	, on _	DATE	Atif Hussain
Done at		DATE	Venugopal Garuda
Done at	, on _	DATE	Kevin O'Toole
Done at Phoenix, AZ	, on _	4/27/2020 DATE	Todd Lindberg

**PATENT REEL: 052506 FRAME: 0283 RECORDED: 04/27/2020**