

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6127716

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNOR NAME previously recorded on Reel 052705 Frame 0632. Assignor(s) hereby confirms the ASSIGNMENT OF US. PAT. NO. 8,396,954.
CONVEYING PARTY DATA	
Name	Execution Date
RAJEEV BHARADHWAJ	05/22/2020
RECEIVING PARTY DATA	
Name:	ARYAKA NETWORKS, INC.,
Street Address:	1800 GATEWAY DRIVE, SUITE #200,
City:	SAN MATEO,
State/Country:	CALIFORNIA
Postal Code:	94404
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8396954
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Phone:	5807150538
Email:	ehoxha@durietangri.com
Correspondent Name:	ENEDA HOXHA
Address Line 1:	217 LEIDESDORFF ST,
Address Line 4:	SAN FRANCISCO,, CALIFORNIA 94111
NAME OF SUBMITTER:	ENEDA HOXHA
SIGNATURE:	/Eneda Hoxha/
DATE SIGNED:	05/28/2020
Total Attachments: 7	
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Electronic Patent Assignment System

Confirmation Receipt

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The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RAJIV BHARADHWAJ	04/30/2020
RECEIVING PARTY DATA	
Name:	ARYAKA NETWORKS, INC.
Street Address:	1800 GATEWAY DRIVE, SUITE #200,
City:	SAN MATEO,
State/Country:	CALIFORNIA
Postal Code:	94404

Property Type	Number
Patent Number:	8396954

CORRESPONDENCE DATA

Fax Number: 5807150538
Phone: choxha@durietangri.com
Email: *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.*
Correspondent Name: ENEDA HOXHA
Address Line 1: 217 LEIDESDORFF ST,
Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

NAME OF SUBMITTER:	ENEDA HOXHA
Signature:	/Eneda Hoxha/
Date:	05/19/2020

Total Attachments: 5
source= Assignment of US Patent No 8396954 - signed#page1.tif
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source= Assignment of US Patent No 8396954 - signed#page4.tif
source= Assignment of US Patent No 8396954 - signed#page5.tif

RECEIPT INFORMATION

EPAS ID: PAT6114106
Receipt Date: 05/19/2020

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ASSIGNMENT

WHEREAS, I, Rajeev Bharadhwaj, made certain new and useful inventions and improvements for which Aryaka Networks, Inc., a corporation organized and existing under and by virtue of the law of United States of America, and having an office and place of business at 1800 Gateway Drive, Suite #200, San Mateo, CA 94404, filed an application for Letters Patent of the United States on June 24, 2010, which application was assigned U.S. patent application serial number 12/822,366, and which resulted in Patent No. 8,396,954, entitled ROUTING AND SERVICE PERFORMANCE MANAGEMENT IN AN APPLICATION ACCELERATION ENVIRONMENT;

AND WHEREAS, Aryaka Networks, Inc. (hereinafter 'Assignee') is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefore.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, I have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be and have been granted there from, and all reissues or extension of such patents, and in an to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted there from; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the sue of the said Assignee, its successors and assigns.

May 22, 2020

IN TESTIMONY WHEREOF, I have hereunto set my hand this ___ day of ____, 2020.

N. Nagaraj

ashwath.nagaraj (May 22, 2020 11:38 PM)

Ashwath Nagaraj

Founder and CTO, Aryaka Networks, Inc., on behalf of the
Company Secretary

Attorney-in-Fact for Rajeev Bharadhwaj with respect to
certain rights in and to intellectual property pursuant to
Employee Invention Assignment and Confidentiality
Agreement attached hereto as Exhibit A.

Exhibit A

ARYAKA NETWORKS, INC.

EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

For good and valuable consideration, and as a condition to my employment or retention ("*Retention*") to provide services ("*Services*") to or for Aryaka Networks, Inc. ("*Company*"), I agree as set forth in this Invention Assignment and Confidentiality Agreement (this "*Agreement*").

1. **Innovations.** In the course of Company's business, including its current or anticipated research and development ("*Business*"), Company develops, markets and relies on innovative and original content, designs, inventions, improvements, original works of authorship, processes, programs, databases and proprietary and confidential information, including trade secrets, and other intellectual property (collectively, "*Innovations*"), which are critical for Company to preserve and protect.

2. **Company Property.** "*Company Property*" means all Innovations that I make or conceive or first reduce to practice or create, either alone or with others, during the term of my Retention (the "*Term*"), including Innovations that: (i) are developed using equipment, supplies, facilities or other Company Property of Company; (ii) result from work performed by me for Company, including the Services; or (iii) relate to Business, and all Innovations related to or necessary to use such Company, subject to the terms, conditions and limitations set forth in such agreement.

3. **Ownership; Assignment of Rights.** Company is the sole and exclusive owner of Company Property. To the extent consistent with applicable law, Company Property is "Work for Hire" of Company. I will promptly disclose in confidence to Company all Company Property. To ensure Company's ownership of Company Property, I assign and agree to assign to Company all right, title and interest, including all rights in and to Intellectual Property, as defined below (collectively, "*Rights*") I have or may obtain in or to Company Property, and I waive and will not assert any "Moral Rights," as defined below, in any Company Property. During and after the Term I will assist Company, at its expense, in every proper way, to secure for Company all Rights in and to Company Property, and I irrevocably appoint the Secretary of Company as my attorney-in-fact to sign documents and take actions necessary or appropriate to secure these Rights for Company.

4. **Prior Innovations.** For purposes of this Agreement, "*Prior Innovations*" means the Innovations, if any, that I made prior to the Term, which Innovations belong to me and are not assigned to Company, and which are all listed on the signature page to this Agreement. To the extent a Prior Innovation is not listed, it is because no such Prior Innovation exists. I hereby grant to Company a perpetual, irrevocable, nonexclusive, world-wide, royalty-free license to use, disclose, make, sell, copy, distribute, modify and create works based on, perform or display the Prior Innovations that I use in providing Services to Company or that I incorporate into any Company Property, process, product or service, and to sublicense third parties with the same rights.

5. **Confidentiality Obligations.** I will hold strictly confidential, and I will not use, other than to perform my duties to Company, and I will not disclose to any Third Party, without Company's written consent, any information of a confidential or secret nature, including, without limitation, product and marketing plans, technical information, business strategies, financial information, personnel information, customer and supplier lists and data, and all other confidential information related to Company's personnel, customers and suppliers, including buying and selling habits and special needs ("*Proprietary Information*") of Company, including Company Property, or of any Third Party that Company is obligated to keep confidential, that I receive or perceive during the Term or in the course of my Retention or otherwise. Upon the earlier of Company's request or the end of the Term, I will return to Company all Company Property in my possession or under my control, and I will not take with me any Company Property.

6. **Compliance with Third Party Rights.** I will not bring with me to Company, or disclose to Company or use in performing any Services for Company, and I will not incorporate into any Company Property, any Proprietary Information or Intellectual Property, or any other materials, information or intangibles, of any Third Party, except as are in the public domain without restriction or as are expressly permitted under a written agreement disclosed to and accepted in writing by Company's executive management. My Retention will not violate any agreement, obligation or commitment I have with or to, or to the best of my knowledge any Rights of, any Third Party.

7. **Non-Competition and Non-Solicitation.** During the Term and, as applicable, the Post-Term Restriction Period (defined below), I will not Compete with Company or Solicit Company's employees, consultants, customers or suppliers. I agree that these restrictions are reasonable and necessary, in scope and territory, for Company to entrust me

with the information and responsibility that I receive from Company, and for Company to conduct and protect its business as it is now, and as it may in the future be, conducted.

8. Personal Information and Likeness. Company may collect, use and communicate to its affiliates wherever located, my personal identification information for Company's internal business purposes in compliance with applicable law. Company may use my name, photograph, likeness (including caricature or avatar), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media), both during and after the Term, for any purposes related to Business, such as marketing, advertising, credits, and presentations.

9. At Will Retention. This Agreement does not constitute a contract of employment or obligate Company to employ me for any stated period of time or at all. My Retention is expressly "At Will," and either Company or I may terminate my Retention upon written notice to the other at any time, with or without notice, and for any or no purpose. The terms and conditions of this Agreement will survive any such termination of my Retention.

10. Definitions. As used in this Agreement, "**Compete**" means (a) without Company's express written consent, engaging in any other employment or business that (i) directly competes with Business; (ii) uses any Company information, equipment, supplies, facilities or materials; or (iii) otherwise conflicts with Company's business interest or causes a disruption of its operations; in each case in the Territory identified on the signature page to this Agreement (collectively, "**Noncompete Obligations**"); "**Intellectual Property**" means all worldwide patents, patent applications, copyrights, trade secrets and other intellectual property rights, including but not limited to rights in databases and all other intellectual property and industrial rights recognized in any jurisdiction, along with any registrations of or applications to register such rights; "**Moral Rights**" means any rights to claim authorship of, or credit on, Company Property, or to object to, or prevent the modification or destruction of, or to withdraw from circulation, or control the publication or distribution of, any Company Property, and any similar right, existing under applicable law; "**Solicit**" means: (a) directly or indirectly solicit away employees or consultants of Company (the "**Employee and Consultant Restrictions**"); or (b) directly or indirectly solicit or otherwise take away customers or suppliers of Company (the "**Customer and Supplier Restrictions**"), in each case, for my own benefit or for the benefit of any other person; "**Third Party**" means any person or entity other than Company; "**Company**" means Company, each affiliate of Company and each of its and their respective successors, representatives and assigns.

11. Successors and Assigns; Assignment. Company may assign any of its rights under this Agreement. I may not assign or delegate, whether voluntarily or by operation of law, any of my obligations under this Agreement, except with Company's prior written consent. The rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of our respective successors, assigns, heirs, executors, administrators and legal representatives.

12. General Provisions. Company may notify Third Parties, including, without limitation, customers and actual or potential employers, of the terms of this Agreement and my responsibilities hereunder. If I breach or threaten breach this Agreement, Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. Any provision of this Agreement that is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto and otherwise will be stricken. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all prior understandings and agreements, whether oral or written, between or among the parties hereto, with respect to the subject matter of this Agreement; and may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived. As used herein, "including" means "including without limitation." This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

Signature Page to Employee Invention Assignment and Confidentiality Agreement

13. **Prior Innovations.** The following is a list of all of my Prior Innovations (or state "none"): none PRIOR
PATENTS OWNED BY HAL SYMANTEC PRIOR TO UNDER RAYAK PARTNERS, LLC,
EMPOXY INC, LIGHTRAY PARTNERS, LLC, EXPLAINED IN ATTACHMENT

14. **Past -Term Noncompete Obligations and Nonsolicitation Obligations and Territory.** My Noncompete Obligations will survive until the end of the Term. My Employee and Consultant Restrictions will survive one (1) year following the end of the Term. My Customer and Supplier Restrictions will survive indefinitely, but only to the extent that, in so doing, I use or disclose any trade secrets or proprietary or confidential information of Company.

15. **Notice for California Employees.** If I am an employee of Company and am resident in the State of California, U.S.A., I acknowledge and understand that the provisions of Section 2 of this Agreement do not apply to any Innovation that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows: "ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER; OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE."

16. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, USA, without giving effect to its laws pertaining to conflict of laws.

IN WITNESS WHEREOF, I have executed this Agreement on date set forth below, intending that this Agreement will be effective from the beginning of the Term, even if the Term has already commenced.

Rajeev Bhakadhwaj
Signature
RAJEEV BHAKADHWAJ
Name

19571 VALLE VISTA DR
Date
SARATOGA, CA 95070
Address
Address

Signature: N.H. Ashwath
ashwath.nagarej (May 22, 2020 11:36 PM)

Email: ashwath@aryaka.com

Title: VP Engineering