

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6169677

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|---|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| CLOUD JUMPER LLC | 06/10/2020 |
| RECEIVING PARTY DATA | |
| Name: | NETAPP, INC. |
| Street Address: | 1395 CROSSMAN AVE |
| City: | SUNNYVALE |
| State/Country: | CALIFORNIA |
| Postal Code: | 94089 |
| PROPERTY NUMBERS Total: 8 | |
| Property Type | Number |
| Application Number: | 62016728 |
| Patent Number: | 9262200 |
| Patent Number: | 9612861 |
| Patent Number: | 9977692 |
| Patent Number: | 10509668 |
| Application Number: | 16682103 |
| Application Number: | 62477462 |
| Application Number: | 15937121 |
| 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> | |
| Email: | marcella.thompson@haynesboone.com |
| Correspondent Name: | HAYNES AND BOONE, LLP IP SECTION |
| Address Line 1: | 2323 VICTORY AVENUE |
| Address Line 2: | SUITE 700 |
| Address Line 4: | DALLAS, TEXAS 75219 |
| NAME OF SUBMITTER: | MARCELLA THOMPSON |
| SIGNATURE: | /Marcella Thompson/ |
| DATE SIGNED: | 06/24/2020 |

Total Attachments: 6

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this “**Patent Assignment**” or this “**Agreement**”), to be effective as of June 10, 2020, is made by Cloud Jumper LLC., a limited liability company organized and existing under the laws of Delaware (the “**Assignor**”) to NetApp, Inc., a Delaware corporation located at 1395 Crossman Ave., Sunnyvale, CA 94089 (“**Assignee**” and, together with Assignor, the “**Parties**”, and individually a “**Party**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WITNESSETH:

WHEREAS, the Assignor and Assignee are parties, together with the other parties thereto, to that certain Agreement and Plan of Merger, dated as of April 16, 2020 (the “**Merger Agreement**”), whereby the Assignor has agreed to, among other things, sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, accept and acquire from Assignor, all of Assignor’s right, title and interest in, to and under all of the patents and patent applications set forth in Schedule A attached hereto and made a part hereof, in accordance with the terms and conditions set forth in the Merger Agreement (collectively referred to herein as the “**Assigned Patents**”); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer all of the right, title and interest in and to the Assigned Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT.

(a) Assignment. Assignor hereby unconditionally sells, transfers, assigns, conveys and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Assigned Patents throughout the world, including, but not limited to, all benefits, privileges, causes of action, and remedies, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and extensions thereof, (b) bring actions for past, present and future infringement or other violation thereof, and (c) grant licenses or other interests therein.

(b) Recordation. Assignor hereby requests the Commissioner for Patents of the United States Patent and Trademark Office, and the equivalent entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Patents.

2. FURTHER ASSURANCES.

Assignor hereby covenants and agrees to cooperate with Assignee, upon the reasonable request of Assignee, to take all commercially reasonable actions and to execute and deliver, or cause to be executed and delivered, all other documents and instruments reasonably necessary or appropriate to fully evidence, vest, perfect and confirm, document, record and carry out the sale, assignment, transfer and delivery of the Assigned Patents, as contemplated by the Merger Agreement and this Agreement.

3. MISCELLANEOUS.

(a) Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by or on behalf of each of the Parties hereto.

(b) Notices. All notices or other communications or deliveries provided for under this Agreement shall be given as provided in the Merger Agreement.

(c) Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

(d) Governing Law/Jurisdiction. This Agreement shall be interpreted, construed and governed in accordance with, and subject to the jurisdiction provided in, the Merger Agreement.

(e) Counterparts. This Agreement may be executed in two or more counterparts (including exchange of signature pages by telecopy, e-mail or other means of electronic transmission) each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

(f) Incorporation. All schedules are incorporated by reference as if fully set forth herein.

(g) No Conflict. Nothing contained in this Agreement shall be deemed to modify, amend, or supersede any of the obligations or agreements of the Assignor or Assignee, or any other party contained in the Merger Agreement. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Merger Agreement, the terms and conditions of the Merger Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, intending to be bound, hereby execute this Patent Assignment.

ASSIGNOR:

Cloud Jumper LLC



By: Matthew Fawcett (Jun 19, 2020 08:37 PDT)

Name: Matthew K. Fawcett


Title: President

[Signature Page to Patent Assignment – CloudJumper Corporation]

IN WITNESS WHEREOF, the Parties, intending to be bound, hereby execute this Patent Assignment.

ASSIGNEE:

NETAPP, INC.


By: Matthew Fawcett (Jun 16, 2023 06:37 PDT)
Name: Matthew K. Fawcett
Title: SVP, General Counsel

[Signature Page to Patent Assignment – CloudJumper Corporation]

SCHEDULE A

| Patent Reference | Country | Status | Patent Application Title | Application No. / Publ. No. |
|------------------|----------------|-----------|---|-----------------------------|
| CJP.1001PR | USA | Expired | Methods and Systems for Provisioning a Virtual Resource in a Mixed-Use Server | 62/016,728 |
| CJP.1001US | USA | Granted | Methods and Systems for Provisioning a Virtual Resource in a Mixed-Use Server | 14/721,154 / 9,262,200 |
| CJP.1001USC1 | USA | Granted | Methods and Systems for Provisioning a Virtual Resource in a Mixed-Use Server | 14/990,246 / 9,612,861 |
| CJP.1001USC2 | USA | Granted | Methods and Systems for Provisioning a Virtual Resource in a Mixed-Use Server | 15/416,024 / 9,977,692 |
| CJP.1001USC3 | USA | Granted | Methods and Systems for Provisioning a Virtual Resource in a Mixed-Use Server | 15/958,918 / 10,509,668 |
| CJP.1001USC4 | USA | Published | Methods and Systems for Provisioning a Virtual Resource in a Mixed-Use Server | 16/682,103 / 20200081733 |
| CJP.1002PR | USA | Expired | Methods and Systems for Providing Wake-On-Demand Access to Session Servers | 62/477,462 |
| CJP.1002US | USA | Published | Methods and Systems for Providing Wake-On-Demand Access to Session Servers | 15/937,121 / 20180288028 |
| CJP.1002PC | PCT | Expired | Methods and Systems for Providing Wake-On-Demand Access to Session Servers | PCT/US2018/024545 |
| CJP.1002AU | Australia | Pending | Methods and Systems for Providing Wake-On-Demand Access to Session Servers | 2018244293 |
| CJP.1002BR | Brazil | Pending | Methods and Systems for Providing Wake-On-Demand Access to Session Servers | BR112019019654-4 |
| CJP.1002CA | Canada | Pending | Methods and Systems for Providing Wake-On-Demand Access to Session Servers | 3,054,071 |
| CJP.1002CN | China | Published | Methods and Systems for Providing Wake-On-Demand Access to Session Servers | 201880022246 / 110463163A |
| CJP.1002EP | European Union | Published | Methods and Systems for Providing Wake-On-Demand Access to Session Servers | 18775029.4 / EP3603028 |
| CJP.1002IN | India | Published | Methods and Systems for Providing Wake-On-Demand Access to Session Servers | 201927036123 |

| Patent Reference | Country | Status | Patent Application Title | Application No. / Publ. No. |
|------------------|--------------|---------|--|-----------------------------|
| CJP.1002JP | Japan | Pending | Methods and Systems for Providing Wake-On-Demand Access to Session Servers | 2019-547992 |
| CJP.1002KR | Rep of Korea | Pending | Methods and Systems for Providing Wake-On-Demand Access to Session Servers | 10-2019-7030025 |
| CJP.1002MX | Mexico | Pending | Methods and Systems for Providing Wake-On-Demand Access to Session Servers | MX/a/2019/011257 |