# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6342533

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
EXTEN TECHNOLOGIES, INC.	08/19/2020

# **RECEIVING PARTY DATA**

Name:	OVH US LLC
Street Address:	2915 OGLETOWN RD
City:	NEWARK
State/Country:	DELAWARE
Postal Code:	19713

# **PROPERTY NUMBERS Total: 21**

Property Type	Number
Patent Number:	9304941
Patent Number:	9811478
Patent Number:	9304904
Patent Number:	9141537
Patent Number:	9400744
Patent Number:	10430336
Patent Number:	10387307
Patent Number:	10776012
Patent Number:	10261936
Patent Number:	10614026
Application Number:	10437740
Patent Number:	10503477
Patent Number:	10389658
Patent Number:	10713046
Application Number:	15844487
Application Number:	16395738
Application Number:	16406326
Application Number:	16565889
Application Number:	16697626
Application Number:	16703617

PATENT REEL: 054013 FRAME: 0948

506295785

Property Type	Number
Application Number:	16703620

#### **CORRESPONDENCE DATA**

**Fax Number:** (514)397-8515

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:** (514) 397-8500 **Email:** olga.pavlyuk@bcf.ca

Correspondent Name: BCF LLP

Address Line 1: 1100 RENE-LEVESQUE WEST, 25TH FLOOR Address Line 4: MONTREAL, QUEBEC, CANADA H3B 5C9

ATTORNEY DOCKET NUMBER:	105657
NAME OF SUBMITTER:	OLGA PAVLYUK
SIGNATURE:	/Olga Pavlyuk/
DATE SIGNED:	10/08/2020

#### **Total Attachments: 7**

source=105657\_Patent\_Assignment\_Agreement#page1.tif source=105657\_Patent\_Assignment\_Agreement#page2.tif source=105657\_Patent\_Assignment\_Agreement#page3.tif source=105657\_Patent\_Assignment\_Agreement#page4.tif source=105657\_Patent\_Assignment\_Agreement#page5.tif source=105657\_Patent\_Assignment\_Agreement#page6.tif source=105657\_Patent\_Assignment\_Agreement#page7.tif

#### PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Patent Assignment"), dated as of August 19, 2020, is made by EXTEN Technologies, Inc., a Delaware corporation ("Seller"), in favor of OVH US LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement, by and among Buyer, Seller and Fortis Advisors LLC, solely in its capacity as the Seller Representative, dated August 18, 2020 (the "Asset Purchase Agreement").

#### RECITALS

WHEREAS, in connection with the Asset Purchase Agreement, Seller has agreed to sell, transfer, convey and assign to Buyer, and Buyer has agreed to purchase and acquire from Seller, among other assets, all of Seller's present right, title and interest in and to the patents and patent applications listed on the attached <u>Schedule A</u> hereto and all reissuances, divisionals, continuations, continuations-in-part, revisions, extensions, reexaminations, and renewals thereof ("Assigned Patents"). The capitalized terms in this Patent Assignment are as defined in the Asset Purchase Agreement, unless expressly defined otherwise in this Patent Assignment.

NOW, THEREFORE, for and in consideration of the above recital and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

#### **AGREEMENT**

- 1. <u>Assignment</u>. Effective as of the Closing Date, Seller hereby irrevocably sells, transfers, conveys and assigns to Buyer and its successors and assigns, and Buyer hereby purchases and acquires from Seller, (a) all of Seller's present right, title, and interest in and to the Assigned Patents; (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law; (c) all rights to and claims for damages, restitution and injunctive relief for past, present and future infringement, misappropriation, or misuse, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages, all rights of priority and protection of interests therein under the Laws of any jurisdiction; and (d) all rights to receive all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, whether known or unknown, contingent or non-contingent.
- 2. <u>Recordation</u>. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer.
- 3. <u>Further Assurances</u>. Without limiting Seller's obligations pursuant to the Asset Purchase Agreement, Seller acknowledges and agrees that, at any time and from time to time after the Closing and at the request of Buyer (or its successors, assigns or legal representatives), it will provide reasonable cooperation and assistance to Buyer and its legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of

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attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Patents to Buyer as contemplated herein.

- 4. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict or an apparent conflict between the provisions of this Patent Assignment and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.
- 5. Governing Law. This Patent Assignment will be governed by, and construed in accordance with, the Laws of the State of Delaware, except for any such Laws whose application would result in the application of the Laws of another jurisdiction. Any dispute, Action or controversy arising out of or relating to this Patent Assignment or the breach, termination, enforcement, interpretation or validity hereof or thereof, including any request for specific performance, Action based on contract, tort, statute or constitution or the determination of the scope or applicability of this Patent Assignment to arbitrate, will be determined by arbitration in the District of Columbia, in accordance with Section 9.7 and Section 7.8(c) of the Asset Purchase Agreement (except as otherwise expressly provided for in the Asset Purchase Agreement).
- 6. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. Amendments; No Waivers. This Patent Assignment can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Patent Assignment signed by the party or parties against which enforcement of any such amendment, supplement, modification or waiver is sought. Unless expressly stated in writing, the waiver by any party of a breach of any provision of this Patent Assignment will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 8. <u>Counterparts</u>. This Patent Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Patent Assignment by telecopy or by electronic delivery in Adobe Portable Document Format will be effective as delivery of a manually executed counterpart of this Patent Assignment.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Buyer and Seller have caused this Patent Assignment to be executed as of the day and year first written above.

**SELLER** 

EXTEN TECHNOLOGIES, INC.

By: Craig Gilmon

DocuSigned by:

Name: Craig Gilmore

Title: Chief Executive Officer

(Signature Page to Patent Assignment Agreement)

IN WITNESS WHEREOF, Buyer and Seller have caused this Patent Assignment to be executed as of the day and year first above written.

**BUYER** 

**OVH US LLC** 

By (Jeffrey Gregor (Aug 17, 2020 19:13 EUT)

Name: Jeffrey Gregor Title: General Manager

(Signature Page to Patent Assignment Agreement)

# **SCHEDULE A**

# **PATENTS**

TITLE	FILED	Patent C No./Application E No.	GRANT	CURRENT	STATUS
Lock-Free Datapath Design For Efficient Parallel Processing Storage Array Implementation	5/19/17	15600405		EXTEN Technologies, Inc.	Pending
Remote Virtual Endpoint In A Systolic Array	12/15/17	15844487		EXTEN Technologies, Inc.	Pending
Distributed State Machine for High Availability of Non-Volatile Memory in Cluster Based Computing Systems	4/26/19	16395738		EXTEN Technologies, Inc.	Pending
Adaptive Namespaces for Multipath Redundancy in Cluster Based Computing Systems	5/8/19	16406326		EXTEN Technologies, Inc.	Pending
Elastic Scaling in a Storage Network Environment	11/27/19	16697626		EXTEN Technologies, Inc.	Pending
Flexible Raid Drive Grouping Based On Performance	12/4/19	16703617		EXTEN Technologies, Inc.	Pending
Extent Based Raid Encoding	12/4/19	16703620		EXTEN Technologies, Inc.	Pending

TITLE	FILED	Patent No./Application No.	GRANT	CURRENT	STATUS
Target Optimized Auto Provisioning of Storage in a Discoverable Storage Network	09/10/19	16565889		EXTEN Technologies, Inc.	Pending
Systems and Methods for Accessing Non-Volatile Memory and Write Acceleration Cache	03/06/19	16294028		EXTEN Technologies, Inc.	Pending
System Memory Controller With Atomic Operations	12/20/17	10713046	7/14/20	EXTEN Technologies, Inc.	Granted
PCIE Switch With Data And Control Path Systolic Array	4/24/17	10261936	4/16/19	EXTEN Technologies, Inc.	Granted
Lock-Free Raid Implementation In Multi-Queue Architecture	10/17/18	10387307	8/20/19	EXTEN Technologies, Inc.	Granted
Auto Zero Copy Applied To A Compute Element Within A Systolic Array	12/15/17	10389658	8/20/19	EXTEN Technologies, Inc.	Granted
Lock-Free Raid Implementation In Multi-Queue Architecture	4/24/17	10430336	10/1/19	EXTEN Technologies, Inc.	Granted
High Performance Raid Operations Offload With Minimized Local Buffering	12/15/17	10437740	10/8/19	EXTEN Technologies, Inc.	Granted
Galois Field Pipelined Multiplier With Polynomial And Beta Input Passing Scheme	12/8/17	10503477	12/10/19	EXTEN Technologies, Inc.	Granted

TITLE	FILED	Patent No./Application No.	GRANT	CURRENT	STATUS
Switch With Data And Control Path Systolic Array	2/28/19	10614026	4/7/20	EXTEN Technologies, Inc.	Granted
Magnetic Random Access Memory Journal	10/29/13	9141537	9/22/15	EXTEN Technologies, Inc.	Granted
Hierarchical Flash Translation Layer	10/30/13	9304904	4/5/16	EXTEN Technologies, Inc.	Granted
Self-Encrypting Flash Drive	2/27/14	9304941	4/5/16	EXTEN Technologies, Inc.	Granted
Magnetic Random Access Memory Journal For Multi-Level Cell Flash Memory	10/29/13	9400744	7/26/16	EXTEN Technologies, Inc.	Granted
Self-Encrypting Flash Drive	3/22/16	9811478	11/7/17	EXTEN Technologies, Inc.	Granted

**RECORDED: 10/08/2020**