#### 506349840 11/11/2020

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6396594

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
APPFORMIX INC.	12/23/2019

#### **RECEIVING PARTY DATA**

Name:	JUNIPER NETWORKS, INC.	
Street Address:	1133 INNOVATION WAY	
City:	SUNNYVALE	
State/Country:	CALIFORNIA	
Postal Code:	94089-1206	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15162589

#### **CORRESPONDENCE DATA**

Fax Number: (651)735-1102

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: 6517351100

Email: pairdocketing@ssiplaw.com **Correspondent Name:** SHUMAKER & SIEFFERT P. A. Address Line 1: 1625 RADIO DRIVE, SUITE 100 Address Line 4: WOODBURY, MINNESOTA 55125

ATTORNEY DOCKET NUMBER:	1014-930US04	
NAME OF SUBMITTER:	RENEE L.W. LOPER	
SIGNATURE:	/Renee L.W. Loper/	
DATE SIGNED:	11/11/2020	

#### **Total Attachments: 5**

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# AGREEMENT OF COMPLETE LIQUIDATION AND DISSOLUTION AND LIQUIDATING DISTRIBUTION AGREEMENT

This Agreement of Complete Liquidation and Dissolution and Liquidating Distribution Agreement is made as of December <u>23</u>, 2019, by and between, Appformix Inc. a Delaware corporation ("<u>Subsidiary</u>") and Juniper Networks, Inc. ("<u>Parent</u>") (each, a "<u>Party</u>" and together, the "<u>Parties</u>").

WHEREAS, Subsidiary is a wholly-owned subsidiary of Parent;

**REDACTED** 

-1-

4164-0946-8193.1

## REDACTED

- B. <u>Liquidating Distribution of Remaining Assets and Assumption of Liabilities by Parent</u>
- (1) As a liquidating distribution, effective as of the dissolution of Subsidiary hereby agrees to sell, assign, transfer, convey and deliver to Parent all of Subsidiary's right, title

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and interest, to and under all of the assets of Subsidiary, including, without limitation, all cash, bank accounts, and note receivables of Subsidiary, including notes from any affiliates payable to Subsidiary, and to Subsidiary's intellectual property (the "Assigned Intellectual Property"), including, but not limited to all classes or types of patents, copyrights, trademarks, trade secrets, know-how, and confidential, technical and non-technical information created or owned in any form or manner whatsoever by Subsidiary (together, the "Remaining Assets"). To the extent that any Assigned Intellectual Property is not assignable or transferable to the Parent ("Non-assignable IP"), the Subsidiary hereby grants to the Parent an exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, manufacture, reproduce, sub-license, use and sell such Non-assignable IP. The Subsidiary will convey, transfer, dispose of and otherwise deal with the Non-assignable IP (including the execution and delivery of all documents and other instruments relating to the Non-assignable IP) in such a manner as the Parent shall from time to time direct. (2) In exchange for the assignment of the Remaining Assets, Parent hereby agrees to assume, effective as of the Effective Date, all of Subsidiary's outstanding debts, obligations and liabilities, whether contingent or non-contingent, outstanding or arising after the date hereof, including without limitation any tax, franchise tax, contractual or statutory obligations (the "Remaining Liabilities").

## REDACTED

## REDACTED

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4164-0946-8193.1

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

APPFORMIX INC.

Name: Robert Mobassaly

Title: Secretary

JUNIPER NETWORKS, INC.

Name: Robert Mobassaly

Title: Assistant Corporate Secretary

4164-0946-8193.1