

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6406888

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BROCADE COMMUNICATIONS SYSTEMS, INC.	07/07/2017
RECEIVING PARTY DATA	
Name:	AT&T INTELLECTUAL PROPERTY I, L.P.
Street Address:	754 PEACHTREE STREET
Internal Address:	SUITE 7C
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30308
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17099241
CORRESPONDENCE DATA	
Fax Number:	(847)510-0710
<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:	847-382-1501
Email:	docketing@ggip.com
Correspondent Name:	AT&T LEGAL DEPARTMENT - GG ATTN: PATENT
Address Line 1:	ROOM 2A-207
Address Line 2:	ONE AT&T WAY
Address Line 4:	BEDMINSTER, NEW JERSEY 07921
ATTORNEY DOCKET NUMBER:	7785-2357A-03 2 OF 2
NAME OF SUBMITTER:	STACEY A. HILL
SIGNATURE:	/Stacey A. Hill/
DATE SIGNED:	11/18/2020
Total Attachments: 6	
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EXHIBIT C
FORM OF
PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("**Patent Assignment**") is made as of July 7, 2017 (the "**Effective Date**"), by and among Brocade Communications Systems, Inc. ("**Seller**"), a Delaware corporation and AT&T Intellectual Property I, LP d/b/a AT&T Intellectual Property ("**Buyer**"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of May 3, 2017 (the "**Asset Purchase Agreement**"), pursuant to which Buyer has agreed to purchase, and Seller has agreed to sell, convey, assign, transfer and deliver to Buyer, all of Seller's right, title and interest in, to and under the Transferred Registered IP on the terms and conditions set forth in the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to execute and deliver this Patent Assignment by which the Patents described in Section 2.2(e) of the Disclosure Schedule and set forth in Exhibit A hereto (collectively, the "**Transferred Patents**") are assigned and conveyed by Seller to Buyer at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, it is hereby agreed that:

1. Transferred Patents Conveyance.

Seller does hereby irrevocably and unconditionally:

a. sell, transfer, convey, assign and deliver to Buyer all of Seller's right, title and interest in, to and under, free and clear of all Liens (other than Permitted Encumbrances): (i) the Transferred Patents; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Transferred Patents, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, and (D) any other remedies of any kind for past, current and future infringement; and (iii) rights to collect royalties or other payments under or on account of any of the Transferred Patents, the same to be held by Buyer for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.

b. Seller agrees, without charge to Buyer, to assist Buyer in perfecting Buyer's right, title and interest throughout the world in all Transferred Patents assigned to Buyer hereunder, include executing applications, assignments, declarations, affidavits, and any other papers in

connection therewith reasonably necessary to perfect such right, title and interest in Buyer; provided, however, that Buyer will bear the cost of preparing all documentation and recording this Patent Assignment with applicable Patent Offices. In the event Buyer is unable for any reason, after reasonable effort, to secure Seller's signature on any document needed to perfect the transfer of ownership of the Transferred Patents, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Seller's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Seller's behalf to execute and file such documents, with the same legal force and effect as if executed by Seller. Seller agrees to provide such assistance and cooperation as Buyer may reasonably request in connection with Buyer's prosecution of any patent applications included in the Transferred Patents (including appeals in connection therewith), including providing documents and materials in the possession or control of Seller, and making the named inventors in any of the patent applications reasonably available to Buyer upon reasonable prior notice if such inventors remain employed by Seller or any of its Affiliates at the time of Seller's receipt of such written notice from Buyer.

2. Terms of the Asset Purchase Agreement Control. This Patent Assignment is being delivered pursuant to the Asset Purchase Agreement, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the Asset Purchase Agreement. Seller and Buyer acknowledge and agree that the representations, warranties, conditions, limitations, covenants and agreements 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. The rights and remedies of Buyer and Seller under the Asset Purchase Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this Patent Assignment. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Patent Assignment, the terms of the Asset Purchase Agreement shall prevail.

3. Execution in Counterparts. This Patent Assignment may be executed in one or more counterparts (including by means of facsimile or other electronic means), each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Patent Assignment by facsimile or other electronic means shall be effective as delivery of an originally executed counterpart to this Patent Assignment; provided, however, that in the event a Patent Office or other governmental authority requires submission of documents with original signatures, Buyer and Seller will work together to secure such originals.

4. Governing Law. This Patent Assignment and all disputes or controversies arising out of or relating to this Patent Assignment or the transactions contemplated hereby shall be governed, construed, and enforced in accordance with the Laws of the State of Delaware without regard to the conflicts of law principles thereof.

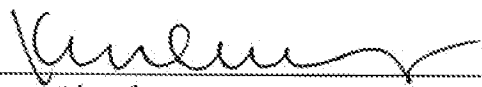
5. Successors and Assigns. All of the terms and provisions of this Patent Assignment shall be binding upon Seller and its permitted successors and assigns and shall inure to the benefit of Buyer and its permitted successors and assigns.

[Signature Page Follows]

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

Seller:

**BROCADE COMMUNICATION SYSTEMS,
INC.**

By: 
Name: Ken Cheng
Title: CTO and Senior VP

BROCADE LEGAL
By  
Date 6/28/2017

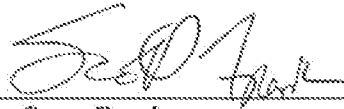
Buyer hereby accepts assignment of the Transferred Patents.

Buyer:

**AT&T INTELLECTUAL PROPERTY I, L.P.
d/b/a AT&T INTELLECTUAL PROPERTY,**

**Through Its General Partner AT&T
INTELLECTUAL PROPERTY, LLC**

By: _____



Name: Scott Frank

Title: President and CEO

[Signature page to the Patent Assignment]

**PATENT
REEL: 053208 FRAME: 0682**

Exhibit A to the Patent Assignment

Current Owner	Country	Title	File Date	Serial No.	Patent Number	Publication Number
BROCADE COMMUNICATIONS SYSTEMS, INC.	US	DISTRIBUTED METHODOLOGY FOR PEER-TO-PEER TRANSMISSION OF STATEFUL PACKET FLOWS	05/19/2016	15/159,567		
BROCADE COMMUNICATIONS SYSTEMS, INC.	US	DISTRIBUTED METHODOLOGY FOR PEER-TO-PEER TRANSMISSION OF STATEFUL PACKET FLOWS	04/25/2014	14/262,694	9,374,302	US-2014-0341218-A1
BROCADE COMMUNICATIONS SYSTEMS, INC.	US	HIERARCHICAL NETWORK CONFIGURATION	04/06/2015	14/679,328		US-2016-0043927-A1
BROCADE COMMUNICATIONS SYSTEMS, INC.	PCT	UNIVERSAL CUSTOMER PREMISES EQUIPMENT	10/29/2015	PCT/US2015/058144		
BROCADE COMMUNICATIONS SYSTEMS, INC.	US	UNIVERSAL CUSTOMER PREMISE EQUIPMENT	10/28/2015	14/925,809		US-2016-0127226-A1
BROCADE COMMUNICATIONS SYSTEMS, INC.	PCT	MULTILAYERED DISTRIBUTED ROUTER ARCHITECTURE	12/11/2015	PCT/US2015/065290		
BROCADE COMMUNICATIONS SYSTEMS, INC.	US	MULTILAYERED DISTRIBUTED ROUTER ARCHITECTURE	12/11/2015	14/966,557		US-2016-0173371-A1
BROCADE COMMUNICATIONS SYSTEMS, INC.	US	DISTRIBUTED CUSTOMER PREMISE EQUIPMENT	09/09/2016	62/385,352		
BROCADE COMMUNICATIONS SYSTEMS, INC.	US	DISTRIBUTED METHODOLOGY FOR PEER-TO-PEER TRANSMISSION OF STATEFUL PACKET FLOWS	03/28/2017	15/476,820		
BROCADE COMMUNICATIONS SYSTEMS, INC.	CN	UNIVERSAL CUSTOMER PREMISE EQUIPMENT	10/29/2015	TBD		
BROCADE COMMUNICATIONS SYSTEMS, INC.	EP	UNIVERSAL CUSTOMER PREMISE EQUIPMENT	10/29/2015	157933991.9		
BROCADE COMMUNICATIONS SYSTEMS, INC.	CN	MULTI-LAYER ACCELERATED NETWORK ARCHITECTURE	12/11/2015	TBD		

[Exhibit A to the Patent Assignment]

Current Owner	Country	Title	File Date	Serial No.	Patent Number	Publication Number
BROCADE COMMUNICATIONS SYSTEMS, INC.	EP	MULTILAYERED DISTRIBUTED ROUTER ARCHITECTURE	12/11/2015	15817716.2		
BROCADE COMMUNICATIONS SYSTEMS, INC.	US	DISTRIBUTED CUSTOMER PREMISE EQUIPMENT	10/28/2016	15/338,082		
BROCADE COMMUNICATIONS SYSTEMS, INC.	US	PACKET PROCESSING FRAMEWORK	09/30/2016	62/402,884		
BROCADE COMMUNICATIONS SYSTEMS, INC.	US	PACKET PROCESSING FRAMEWORK	10/28/2016	15/338,087		

[Exhibit A to the Patent Assignment]