

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6533236

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|---|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SANDISK TECHNOLOGIES LLC. | 02/02/2021 |
| RECEIVING PARTY DATA | |
| Name: | WESTERN DIGITAL TECHNOLOGIES, INC. |
| Street Address: | 5601 GREAT OAKS PARKWAY |
| City: | SAN JOSE |
| State/Country: | CALIFORNIA |
| Postal Code: | 95119 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 17141068 |
| 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: | csingleton@pattersonsheridan.com |
| Correspondent Name: | STEVEN H. VERSTEEG |
| Address Line 1: | 24 GREENWAY PLAZA |
| Address Line 2: | SUITE 1600 |
| Address Line 4: | HOUSTON, TEXAS 77046 |
| ATTORNEY DOCKET NUMBER: | WESD0278C2(SDA-3113D-A-US |
| NAME OF SUBMITTER: | STEVEN H. VERSTEEG |
| SIGNATURE: | /Steven H. VerSteeg/ |
| DATE SIGNED: | 02/04/2021 |
| Total Attachments: 6 | |
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| source=SDA-3113D-a-US_Assignment2#page6.tif | |

INTELLECTUAL PROPERTY LEGAL TITLE TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY LEGAL TITLE TRANSFER AGREEMENT (the “Agreement”) is made and entered into effective as of January 29, 2021 (“Effective Date”) by and between:

SanDisk Technologies LLC, a company organized and existing under the laws of the State of Texas, U.S.A. (“Assignor”),

and

Western Digital Technologies, Inc., a company organized and existing under the laws of the State of Delaware, U.S.A. (“Assignee”).

Assignor and Assignee are each a “Party” and collectively the “Parties”.

RECITALS

- A. The Parties discovered that some hard disk drive related patents, patent applications and/or inventions were mistakenly recorded in Assignor’s name instead of Assignee’s name due to a clerical error.
- B. The Parties have determined that it is advisable and in the best interests of Assignee and Assignor for Assignor to convey, transfer and assign to Assignee, and for Assignee to acquire and accept from Assignor, legal title to the Intellectual Property (as defined herein), upon the terms and subject to the conditions set forth in this Agreement.
- C. Notwithstanding the transfer of legal title to the Intellectual Property, the Parties intend that Assignor will retain all economic and beneficial interests in the Intellectual Property, to the extent Assignor holds such interests and subject to any existing licenses.

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

Section 1 - Assignment of Legal Title to the Intellectual Property

1.1 **Intellectual Property**. “Intellectual Property” means any and all rights in and to patents, patent applications, and patent disclosures, including all related divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations and extensions thereof, that are owned by Assignor.

1.2 **Assignment of Legal Title to Intellectual Property**. Assignor hereby transfers, conveys, assigns and agrees to deliver to Assignee, and Assignee hereby acquires and accepts from Assignor, legal title/ownership to the Intellectual Property. The Parties acknowledge and agree that such assignment includes, but is not limited to, the right to sue and recover damages for past, present and future infringement claims with respect to the Intellectual Property and freely control any such lawsuits or settlements of the same; *provided, however*, that the Parties will allocate the proceeds from, and the costs of, any such suit and recovery in accordance with the economic and beneficial rights and interests in and to the Intellectual Property, as specified in Section 1.3 hereof.

1.3 Beneficial Ownership. For the avoidance of doubt, the Parties acknowledge and agree that (a) Assignor retains and will continue to retain all economic and beneficial rights and interests in and to the Intellectual Property, to the extent Assignor holds such rights and interests, notwithstanding the transfer in Section 1.2, and (b) Assignee acquires legal title/ownership to the Intellectual Property subject to any and all existing licenses of the Intellectual Property granted by Assignor or Assignor's predecessors in interest.

1.4 Exploitation Rights. In connection with Sections 1.2 and 1.3 above, except as specifically provided in Section 1.2, the Parties further acknowledge and agree that Assignor retains the exclusive and perpetual rights to exploit the Intellectual Property, to the extent Assignor holds such rights, and that Assignee acquires no such rights.

1.5 Filing of Short Form Agreement. The Parties may execute and file with the appropriate patent authorities a short form agreement, in the form of Addendum A hereto, evidencing the assignment of legal title, which shall incorporate by reference all the terms and conditions of this Agreement, if the Parties determine such a filing is appropriate or required under local law.

Section 2 - General Provisions

2.1 Further Assurances. The Parties will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

2.2 Governing Law. The laws of the State of California, U.S.A. (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

2.3 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

2.4 No Waiver. The failure by either Party to assert any of its rights hereunder, including, but not limited to, the right to terminate this Agreement due to a breach or default by the other Party, shall not be deemed to constitute a waiver by that Party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

2.5 Entire Agreement. This Agreement constitutes the final agreement between the Parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein are superseded by this Agreement.

2.6 Amendment. The Parties may amend this Agreement only by a written agreement signed by each Party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

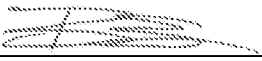
2.7 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original instrument, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

2.8 Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of the Parties, their successors in interest and assigns. Neither Party may assign any of its rights nor delegate any of its obligations under this Agreement without the written consent of the other Party, which consent may be withheld in its sole and absolute discretion and any assignment or attempted assignment in violation of the foregoing will be null and void.

2.9 Authority. Each of the Parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

SANDISK TECHNOLOGIES LLC

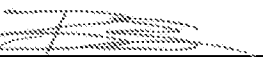
By:  _____

Name: Brandi Steege

Title: Manager

Date: 2/2/21 _____

WESTERN DIGITAL TECHNOLOGIES, INC.

By:  _____

Name: Brandi Steege

Title: Assistant Secretary

Date: 2/2/21 _____

ADDENDUM A

PATENT ASSIGNMENT

Whereas, **SANDISK TECHNOLOGIES LLC** (hereafter "Assignor"), a Texas Corporation, owns a number of patents and patent applications ("Assignor Patents"), including those listed in the attached appendix, which includes the rights to pursue all causes of action, now in existence or arising in the future, resulting from acts of infringement of (1) any patent within the Assignor Patents or (2) any patent issued from a patent application within the Assignor Patents or from a patent application claiming priority to a patent application within the Assignor Patents, before or after the date of this Assignment, including, without limitation, the right to sue and recover for past, present and future infringement; and

Whereas, **Western Digital Technologies, Inc.** (hereafter "Assignee"), a Delaware Corporation, desires to acquire the legal title to and interest in and to the Assignor Patents, subject to any existing beneficial interest of the Assignor, and any and all existing licenses granted by Assignor or Assignor's predecessors in interest

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to all the terms and conditions agreed to between the Parties in the Intellectual Property Legal Title Transfer Agreement executed effective January 29, 2021 Assignor does hereby:

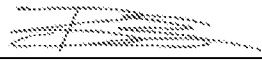
assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the legal title to all patents within the Assignor Patents, and legal title to all reissues, reexaminations and extensions thereof;

assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the legal title throughout the world in, to and under all patent applications within the Assignor Patents, and legal title to all divisions, renewals and continuations thereof, and legal title to all Letters Patents of the United States which may be granted thereof and all reissues, reexaminations and extensions thereof, and legal title to all rights of priority under International Conventions and applications for Letters Patents which may hereafter be filed claiming priority to the patent applications in any country or countries foreign to the United States and legal title to all extensions, renewals and reissues thereof;

authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue legal title to all Letters Patents for the patent applications to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment; and

assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the rights to pursue all causes of action, now in existence or arising in the future, resulting from acts of infringement of (1) any patent within the Assignor Patents or (2) any patent issued from a patent application within the Assignor Patents or from a patent application claiming priority to a patent application within the Assignor Patents, before or after the date of this Assignment, including, without limitation, the right to sue and recover for past, present and future infringement;

In witness thereof, Assignor has executed this Assignment as of the first date written below.



2/2/21

Name: Brandi Steege
Title: Manager

Date

SANDISK TECHNOLOGIES LLC

Assignor Patents and Patent Applications

| Country | Client Reference Number | Application Number | Application Filing Date |
|----------------|--------------------------------|---------------------------|--------------------------------|
| US | SDA-3113P*A-US | 62/497,299 | June 7, 2017 |
| US | SDA-3113P*B-US | 62/606,123 | June 7, 2017 |
| US | SDA-3113*B-US | 16/000,103 | June 5, 2018 |
| US | SDA-3113*A-US | 16/000,033 | June 5, 2018 |
| US | SDA-3113P*C-US | 62/743,100 | October 9, 2018 |
| US | SDA-3113P*D-US | 62/743,110 | October 9, 2018 |
| US | SDA-3113*C-US | 16/252,315 | January 18, 2019 |
| US | SDA-3113*D-US | 16/252,419 | January 18, 2019 |
| US | SDA-3113*C-a-US | 16/998,989 | August 20, 2020 |
| US | WDA-4212-US | 16/293,142 | March 5, 2019 |
| US | WDA-3730*B-US | 15/978,584 | May 14, 2018 |
| US | WDA-3730*A-US | 15/978,660 | May 14, 2018 |
| US | WDA-3730*B-a-US | 16/895,075 | June 8, 2020 |
| US | WDA-3445-US | 15/852,068 | December 22, 2017 |
| US | WDA-3445-i-US | 16/875,078 | May 15, 2020 |
| US | WDA-3840-US | 16/021,602 | June 28, 2018 |