# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6617281

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
BINNY SHER GILL	04/18/2018
JAN OLDERDISSEN	04/18/2018
RAJIV MIRANI	04/17/2018
MIAO CUI	04/17/2018

## **RECEIVING PARTY DATA**

Name:	NUTANIX, INC.
Street Address:	1740 TECHNOLOGY DRIVE
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95110

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

Property Type	Number
Application Number:	17210012

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	P271985.US.02
NAME OF SUBMITTER:	ALEXANDRA LOUISE YAEGER
SIGNATURE:	/Alexandra Louise Yaeger/
DATE SIGNED:	03/23/2021

**Total Attachments: 4** 

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PATENT REEL: 055689 FRAME: 0456

#### PATENT ASSIGNMENT

WHEREAS, WE, Binny Sher Gill residing in San Jose, CA, Jan Olderdissen residing in Herrenberg, Germany, Rajiv Mirani residing in Los Gatos, CA, and Miao Cui residing in San Jose, CA ("Assignors") are named inventors on an U.S. Non Provisional Application entitled "DYNAMIC ALLOCATION OF COMPUTE RESOURCES AT A RECOVERY SITE" identified by Attorney Docket No. P271985.US.01 (PAT-540) ("the Application"), filed on <a href="April 18">April 18</a>, 2018 and assigned U.S. Ser. No. <a href="15/956,036">15/956,036</a>; and

WHEREAS, Nutanix, Inc. ("Assignee"), a corporation of the State of Delaware having a place of business at 1740 Technology Drive #150, San Jose CA 95110, is desirous of acquiring the entire right, title and interest in and to the Application and in and to any letters patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, be it known that Assignors have sold, conveyed, assigned and transferred, and do hereby sell, convey, assign, transfer and set over unto Assignee, the entire right, title and interest in and to: (i) the Application and all the inventions claimed or disclosed in such Application; (ii) all pending applications and all provisional applications, divisional applications, continuation applications, continuation-in-part applications, continued prosecution applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said inventions, or claiming priority to or relying on the disclosure of the Application, or to which the Application directly or indirectly claims priority; (iii) all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said inventions and/or patent applications; and (iv) all rights of priority resulting from the filing of said patents and/or patent applications ((i) – (iv) collectively, the "Patents").

Said sale, conveyance, assignment and transfer includes, without limitation, all rights to enforce, assert and sue for past, present and future infringement of the Patents, all rights to collect royalties on account of the Patents, and all rights to recover and collect for past, present and future damages related to the Patents, including injunctive relief or any other remedies of any kind.

Assignors hereby authorize and request the competent authorities to grant and to issue any and all such Patents in the United States and throughout the world to the Assignee and the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by Assignors had this assignment not been made.

Assignors further agree at any time to cooperate with Assignee, and to execute and to deliver upon request of the Assignee such additional documents, if any, as are necessary or desirable, in the prosecution of the Patents, and to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do such acts as are necessary to give full effect to and to perfect the rights of the Assignee under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable. In the event that Assignors are unable or unwilling to do so, the Assignors hereby authorize the Assignee, or the Assignee's attorney or agent, to execute on Assignor's behalf substitute statements or other documents required for obtaining, perfecting, sustaining, and/or enforcing the Patents. If not already present and if so required, Assignors hereby authorize the Assignee, or Assignee's attorney or agent, to insert the filing date and application number of the Patents when known.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., <a href="https://www.docusign.com">www.docusign.com</a>) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly executed and delivered and be valid and effective for all purposes.

ASSIGNOR: Docusioned by:  Birry Gil  Signature: F668F18C241F421  Assignor Name: Binny Sher Gill	Date: April 18, 2018 (YYYY-MM-DD)
Witness: Signature: Witness Name:	Date:(YYYY-MM-DD)

ASSIGNOP:  Docusigned by:  Jan Olderdissen  Signature:  9F794B85F89F484	Date: April 18, 2018  (YYYY-MM-DD)
Assignor Name: Jan Olderdissen	(1111 WHAN DO)
Witness:	
Signature:	Date: (YYYY-MM-DD)
Witness Name:	
ASSIGNOR:  BocuSigned by:  Kajiw Miraui  Signature:  8B2D5440DE704E8  Assignor Name:  Rajiv Mirani	
Witness: Signature: Witness Name:	(YYYY-MM-DD)

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ASSIGNOR Docusigned by:  Mias (missing the control of the control	Date: April 17, 2018 (YYYY-MM-DD)	
Assignor Name: Miao Cui		
Witness: Signature: Witness Name:	Date: (YYYY-MM-DD)	

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