

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6827919

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CLOUDLANES INC.	06/17/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DRUVA TECHNOLOGIES PTE. LTD.
<b>Street Address:</b>	600 NORTH BRIDGE ROAD
<b>Internal Address:</b>	PARKVIEW SQUARE
<b>City:</b>	SINGAPORE
<b>State/Country:</b>	SINGAPORE
<b>Postal Code:</b>	188778
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15792103
Application Number:	62724723
Application Number:	62724727
Application Number:	62729549
Application Number:	62729561
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)228-3739
<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>	
<b>Phone:</b>	510-900-9501
<b>Email:</b>	lrussell@kwanip.com
<b>Correspondent Name:</b>	KWAN & OLYNICK LLP
<b>Address Line 1:</b>	2000 HEARST AVENUE, SUITE 305
<b>Address Line 4:</b>	BERKELEY, CALIFORNIA 94709
<b>ATTORNEY DOCKET NUMBER:</b>	DRUVP001 & P003P-P006P
<b>NAME OF SUBMITTER:</b>	JEFFREY M. KUHN
<b>SIGNATURE:</b>	/Jeffrey M. Kuhn/
<b>DATE SIGNED:</b>	07/22/2021
<b>Total Attachments: 7</b>	

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## ASSET ASSIGNMENT AGREEMENT

This Asset Assignment Agreement (the "Agreement") is entered as of June 17, 2019 (the "Effective Date") by and between Druva Technologies Pte. Ltd. ("Company"), on the one hand, and, on the other hand, (b) CloudLanes Inc. (the "Assignor").

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Contribution. Assignor hereby assigns, transfers and conveys to Company exclusively throughout the world (and free and clear of all encumbrances) all rights, title and interest in and to the Assets. The "Assets" shall mean: (i) the subject matter referred to in Exhibit 1, (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, production, use, support or maintenance thereof, (iii) all copyrights, patent rights, trade secret rights, mask works rights, *sui generis* database rights, moral rights and other intellectual property rights, and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or relevant to any of the foregoing, and (iv) all rights to sue or bring and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all actions for past, present and future use or violation or infringement of any of the foregoing.

2. Consideration. At the closing (the "Closing") on the Effective Date, in exchange for the Assets, Company will pay Assignor an aggregate of [REDACTED] in cash. The parties agree to be bound by the allocation of assets on for all federal, state, and local income tax purposes.

3. Technology Transfer. Assignor will, at Company's request, promptly deliver the requested Assets (which delivery will be accomplished by electronic transmission to the extent possible, unless otherwise requested by Company); until delivery Assignor will be holding all such Assets as a fiduciary for and on behalf of Company.

4. Further Assurances. Assignor shall assist Company in every proper way to evidence, record and perfect the foregoing assignment and to perfect, obtain, maintain, enforce, and defend any rights assigned. Assignor hereby irrevocably designates and appoints Company as its agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in Assignor's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent Assignor or anyone else retains any such Moral Rights under applicable law, Assignor hereby ratifies and consents to, and provides and will provide all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, Company; Assignor represents, warrants and agrees that no Moral Rights will be asserted with respect thereto.

5. Assumption of Liabilities. Except as expressly stated in this Agreement, Company shall not, by the execution, delivery or performance of this Agreement or otherwise, assume or otherwise be responsible for any liability or obligation of Assignor of any nature, or claims of such liability or obligation, matured or unmatured, liquidated or unliquidated, fixed or contingent, or known or unknown, whether arising out of acts or occurrences prior to, at or after the date hereof.

6. Confidential Information. Assignor will not use or disclose anything assigned to Company hereunder or any other technical or business information or plans of Company (or the terms or existence of this Agreement) except to the extent Assignor can document that such information is generally available (through no fault of Assignor) for use and disclosure by the public without any charge, license or restriction. Assignor recognizes and agrees that there is no adequate remedy at law for its breach of this Agreement, that such a breach would irreparably harm Company and that Company is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

7. Representations, Warranties and Covenants. Assignor represents and warrants that: (a) Assignor is the sole owner and sole creator of the Assets and of all rights, title and interest in the Assets and the Assets were created for its account and not with (or in the course of work for) anyone else and not as a work-made-for-hire for a third party; (b) Assignor has the right to make the Section 1 assignment and to otherwise enter and perform this Agreement, has received all necessary authorizations (including, with limitation, any necessary approvals of its board, members, stockholders and creditors), and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and to otherwise fully perform this Agreement, including without limitation, assignments of all right, title and interest with respect to any and all Assets from all its employees and other persons who may have in any way created or contributed to the Assets (c) Assignor has not previously transferred or licensed or given any right with respect to anything purportedly assigned hereunder (except as expressly stated herein); (d) the Assets will be assigned and delivered free and clear of all liens and encumbrances (except as expressly stated herein); (e) to its knowledge, none of the Assets or any production or use thereof will infringe, misappropriate or violate any intellectual property or other right of Assignor or any other person or entity; (f) Assignor is not aware of any claim (or any basis or purported basis for a claim) by any third party relating in any way to any of the Assets and has no reason to expect that any such claim may be forthcoming; (g) neither this Agreement nor the execution or performance thereof will in any way violate or breach (or cause the violation or breach of) any contractual or other right of any third party or any obligation of Company or any affiliate; (h) none of the Assets is or contains or is derived from or depends on or links to or uses any free, public, shareware, open source or similar code (or any third party code of any nature), except as clearly and accurately stated in Exhibit 2, which lists any such code (including its name, the URL for the location from which it was downloaded, the URL for its license, whether and how it has been modified, where and how it is found or used in or with or in connection with any Asset, whether and when and to whom it was distributed or otherwise provided or made available (including as a service) to any person other than an employee of Assignor acting as such).

8. Non-Competition. Assignor agrees that for one year from the Effective Date, Assignor will not directly or indirectly engage in any activity that is in direct competition with the Assets or the Company's business relating thereto.

9. Miscellaneous. Assignor is fully and solely responsible for any income, sales, use, value-added or other taxes in connection with this Agreement. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified mail, postage prepaid to the respective addresses of the parties as set forth above (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delaware without regard to conflicts of law provisions thereof. Any waivers or amendments

shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Assignor may not assign this Agreement or any of its rights or obligations hereunder, without the written consent of Company and any attempt to do so shall be void; Company may assign this Agreement in whole or in part to a successor to substantially all its business or assets relating to the subject matter of this Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**Company**

**Druva Technologies Pte. Ltd.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Manesh Patel

CFO

DocuSigned by:

Manesh Patel

DocuSign Envelope ID: 6

**Assignor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Abhi Dinkar

CEO, CloudLanes

DocuSigned by:

Abhi Dinkar

By: \_\_\_\_\_

Name: \_\_\_\_\_

Vijay Ramaswamy

Vijay Ramaswamy

VP Biz Dev

DocuSigned by:

Vijay Ramaswamy

**EXHIBIT 1**

All technology, know-how, information, rights, intellectual property and assets relevant to Assignor's (or its affiliates') business or activity relating to CloudLanes Inc., including, without limitation:

- The patents and patent applications listed on Schedule A and all inventions described therein, as well as all continuations, continuations in part, divisionals, reexaminations, reissues and provisionals, of such patents and patent applications and/or other child patents or patent applications, and all foreign counterparts to such patent or patent applications now existing or that may exist in the future, and any patents issuing with respect to any of the foregoing.
- All existing software and tools and documentation and work in progress, including, without limitation, code, system architecture, component design, limitations/bugs, installation instructions, etc.
- Names and roles of the CloudLanes Inc. development team.

## Schedule A

FILE #	TITLE	FILING DATE	PATENT NUMBER	ISSUE DATE	STATUS
CLDLP001	DATA MANAGEMENT ACROSS CLOUD STORAGE PROVIDERS	Oct 24, 2017			Awaiting First Office Action
CLDLP003P	FILESYSTEM FOR CLOUD-BASED DATA STORAGE	Aug 30, 2018			8/30/2019 Foreign Filing/Conversion Deadline
CLDLP004P	GLOBAL DEDUPLICATION IN A CLOUD-BASED STORAGE SYSTEM	Aug 30, 2018			8/30/2019 Foreign Filing/Conversion Deadline
CLDLP005P	DATA GUARDIANSHIP IN A CLOUD- BASED DATA STORAGE SYSTEM	Sep 11, 2018			9/11/2019 Foreign Filing/Conversion Deadline
CLDLP006P	GLOBAL NAMESPACE IN A CLOUD- BASED DATA STORAGE SYSTEM	Sep 11, 2018			9/11/2019 Foreign Filing/Conversion Deadline



**EXHIBIT 2**

<b><u>Open Source Project</u></b>	<b><u>License</u></b>	<b><u>Links</u></b>	<b><u>Comments</u></b>
Samba	GPL	<a href="https://www.samba.org/">https://www.samba.org/</a>	Integration with CLFS is done using a Samba VFS plugin
nfs-ganesha	LGPL	<a href="https://github.com/nfs-ganesha/nfs-ganesha/wiki">https://github.com/nfs-ganesha/nfs-ganesha/wiki</a>	nfs-ganesha is dynamically linked by clfsd
mhvtl	GPL	<a href="https://sites.google.com/site/linuxvtl2/">https://sites.google.com/site/linuxvtl2/</a>	
CentOS	GPL	<a href="https://www.centos.org/">https://www.centos.org/</a>	No modifications to the distribution
Azure Storage CPP Library	Apache	<a href="https://github.com/Azure/azure-storage-cpp">https://github.com/Azure/azure-storage-cpp</a>	
Google Storage Client Library	Apache	<a href="https://github.com/googleapis/google-cloud-go">https://github.com/googleapis/google-cloud-go</a>	
AWS SDK	Creative Commons	<a href="https://aws.amazon.com/tools/">https://aws.amazon.com/tools/</a>	
Boost C++ Libraries	Boost Software License	<a href="https://www.boost.org/">https://www.boost.org/</a>	