507092391 01/25/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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EPAS ID: PAT7139228

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
PUREPORT, INC.	02/10/2021	

RECEIVING PARTY DATA

Name:	DIGITAL PORPOISE, LLC
Street Address:	5707 SOUTHWEST PARKWAY, BUILDING 1, SUITE 275
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78735

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	9531814
Patent Number:	10594801
Application Number:	16715506

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	PUR1A;PUR-19-1421;1421CON		
NAME OF SUBMITTER:	NANCY NUNEZ		
SIGNATURE:	/NN/		
DATE SIGNED:	01/25/2022		

Total Attachments: 5

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PATENT REEL: 058760 FRAME: 0168

PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (this "**Patent Assignment**") is entered into and effective as of this 10th day of February, 2021, by and between Pureport, Inc., a Delaware corporation ("**Pureport**" or "**Assignor**"), in favor of Digital Porpoise, LLC, a Delaware limited liability company (the "**Assignee**"). All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement, dated as of February 3, 2021 (the "**Purchase Agreement**") by and among Pureport, the Assignee, and Digital Realty Trust, Inc., a Maryland corporation.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, Pureport and/or certain of its Affiliates agreed to assign to Assignee all right, title and interest in and to (i) the patents and patent applications set forth on <u>Schedule 1</u> and the inventions claimed therein, (ii) all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, and (iii) all benefits, privileges, causes of action, and remedies relating thereto throughout the world (collectively, the "Assigned Patents").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all right, title and interest in and to the Assigned Patents, to be held and enjoyed by Assignee to the full end of the term for which said letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made; and Assignor hereby assigns to Assignee all rights to sue for infringement, including past infringement if any, of any Assigned Patents or any patent based upon any such Assigned Patents.
- 2. <u>Recordation and Further Actions</u>. Assignor authorizes the Commissioner for Patents of the United States Patent and Trademark Office and any other Governmental Authority to record and register this Patent Assignment upon request by the Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Assignee, or any assignee or successor thereto.
- 3. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. **Entire Agreement**. This Patent Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to

PATENT REEL: 058760 FRAME: 0169 abrogate any other written agreement between the parties executed with or after this Patent Assignment.

- 5. <u>Governing Law</u>. This Patent Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal Laws of the State of Delaware applicable to agreements made and fully performed within the State of Delaware.
- 6. <u>Counterparts</u>. This Patent Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

(Signatures begin on following page)

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IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be duly executed effective as of the date first above written.

ASSIGNOR:

PUREPORT, INC.

---DocuSigned by: Rich Lee

By:

Name: Richard M. Lee, Jr.

Title: Chief Executive Officer

[Signature Page to Patent Assignment]

ASSIGNEE:

DIGITAL PORPOISE, LLC,

a Delaware limited liability company

By: Digital Realty Trust, L.P., its member

By: Digital Realty Trust, Inc., its general partner

Bv:

ame: Chris Sharp

Title: CTO

SCHEDULE 1

ASSIGNED PATENTS

Pureport, Inc.		Pureport, Inc.	Pureport, Inc.	Owner
VIRTUAL HOSTING DEVICE AND SERVICE TO PROVIDE SOFTWARE- DEFINED NETWORKS IN A CLOUD ENVIRONMENT	VIRTUAL HOSTING DEVICE AND SERVICE TO PROVIDE SOFTWARE- DEFINED NETWORKS IN A CLOUD ENVIRONMENT		VIRTUAL HOSTING DEVICE AND SERVICE TO PROVIDE SOFTWARE- DEFINED NETWORKS IN A CLOUD ENVIRONMENT	Title
United States	United States		United States	Jurisdiction
16715506	15352394	i	14494243	Application Number
12/16/2019	11/15/2016		9/23/2014	Application Date
N/A	10594801		9531814	Patent Number
N/A	03/17/2020		12/27/2016	Registration Date
Pending	Issued		Issued	Status

Schedule 1 to Patent Assignment

RECORDED: 01/25/2022

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