

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7266792

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	Alejandro Bermudez	03/20/2022
RECEIVING PARTY DATA		
Name:	VIRUSTOTAL SLU	
Street Address:	CALLE ARQUITECTO FRANCISCO PENALOSA	
City:	MALAGA	
State/Country:	SPAIN	
Postal Code:	29018	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15920090
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<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:	+1 (404) 724-2816	
Email:	apsi@fr.com	
Correspondent Name:	INDRAJIT DAS	
Address Line 1:	FISH & RICHARDSON P.C.	
Address Line 2:	P.O.BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	16113-9603001	
NAME OF SUBMITTER:	KRISTI A HOLMLUND	
SIGNATURE:	/Kristi A Holmlund/	
DATE SIGNED:	04/07/2022	
Total Attachments: 4		
source=16113-9603001 Bermudez Assignment#page1.tif		
source=16113-9603001 Bermudez Assignment#page2.tif		
source=16113-9603001 Bermudez Assignment#page3.tif		
source=16113-9603001 Bermudez Assignment#page4.tif		

DEED OF ASSIGNMENT

This agreement (the **Deed**) is made by way of deed this 20 day of MARCH 2022 between

- (1) Alejandro Bermudez of VIRUSTOTAL (the **Assignor**);
and
- (2) VirusTotal SLU, a company registered under the laws and regulations of Spain with company number B-J1107142 and with its registered offices at Francisco de Medrano, 20918 Malaga, Spain (the **Assignee**),

each a **Party** and together the **Parties**.

BACKGROUND

- (A) The Assignor is an employee of the Assignee and has been since 14th April 2012.
- (B) The Parties refer to the Employment Agreement made between them on 28th March 2012 (the **Employment Agreement**) and the amendment letter to that agreement dated 1st October 2013.
- (C) The Parties wish to confirm the assignment of intellectual property rights relating to the Assignor's employment granted in the Employment Agreement and the Assignor wishes to assign and affirm the future assignation of all such rights.

AGREED TERMS

1. Definitions and interpretation

- 1.1. The definitions contained in the Employment Agreement are adopted into this Deed and shall have the same meaning as in the Employment Agreement.
- 1.2. The following definitions shall apply throughout this Deed:
 - 1.1.1. "Employment Relationship" shall mean the provision of services by the Assignor as employee to the Assignee as employer in accordance with the Employment Agreement; and
 - 1.1.2. "Intellectual Property Rights" shall mean patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill, moral rights, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications or forms of protection which subsist or will subsist now or in the future in any part of the world arising from the Works or created by the Assignor during his performance of the Employment Relationship and the word "inventions" shall be construed accordingly.

1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4. This Deed shall be binding on the Parties and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.

1.5. A reference to "writing" or "written" includes fax and email.

1.6. Any words following the terms "including", "include", "in particular", "for example", or any similar expression shall be construed as illustrative and not restrictive.

2. Assignment

2.1. The Assignor hereby assigns to the Assignee the following:

- a) absolutely and with full title guarantee all title, right, and interest in and to any existing Intellectual Property Rights which came into being during the period from the start of the Employment Relationship until the date of this Deed;
- b) absolutely and with full title guarantee all title, right, and interest in any Intellectual Property Right which shall come into being during the period from the date of this Deed until the end of the Employment Relationship; and
- c) for the avoidance of doubt, all relevant rights of exploitation or use relating to any inventions and patents which are part of the Intellectual Property Rights, including:
 - i. so far as permitted by law, the right to claim priority from and file any applications for grant of patent relating to any inventions in any territory in the world;
 - ii. the entitlement to any and all patent applications made in relation to any inventions in any territory in the world;
 - iii. the right to bring, defend, or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any patent or patent application arising from any inventions in any territory in the world; and
 - iv. the right to make, manufacture, sell, import, distribute, or otherwise commercialise any product or process arising from any inventions or any patents arising from such inventions;and
- d) for the avoidance of doubt, the right to license or assign any of the rights set out above to third parties.

3. Acknowledgement of entitlement

3.1. The Assignor acknowledges and confirms that the Assignee is and has been since the beginning of the Employment Relationship entitled to be the owner and applicant of

all applications for any and all patents, registered trade marks, registered designs, or any other registerable rights forming part of the Intellectual Property Rights.

4. Waiver

- 4.1. The Assignor agrees that he shall not at any time assert or attempt to assert ownership, entitlement, or any other right in relation to any of the Intellectual Property Rights.
- 4.2. The Assignor agrees that he shall not at any time or in any territory of the world bring any proceedings, claim, or action against the Assignee in respect of any of the Intellectual Property Rights.
- 4.3. The Assignor, so far as is permitted under the law, waives any moral rights in the Works.

5. Warranties

- 5.1. The Assignor warrants that he has not assigned or licensed any of the Intellectual Property Rights to any party other than the Assignee or the Assignee's predecessor(s) in title.
- 5.2. The Assignor warrants that he is unaware of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, any of the Intellectual Property Rights that he has not disclosed to the Assignee.

6. Assistance

- 6.1. The Assignor agrees that he shall, upon the request of the Assignee, execute such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.
- 6.2. The Assignor agrees that he shall, without delay, make the Assignee aware of any defect in the validity of any of the Intellectual Property Rights or any challenge to such validity or infringement of such rights of which he becomes aware.

7. Variation

- 7.1. The terms of this Deed may only be varied by the agreement of both Parties in writing.

8. Severance

- 8.1. If any part of this Deed is or shall become invalid, illegal, or unenforceable, it shall be deemed severed from the rest of the provisions of this Deed and shall not affect the validity, legality, or enforceability of any other part of this Deed or the Deed as a whole.

9. Third Party Rights

- 9.1. This Deed does not give rise to any rights to third parties, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10. Governing Law and Jurisdiction

10.1. This Deed is made pursuant to the laws of England and shall be governed exclusively by those laws.

10.2. The Parties agree that the Courts of England shall have exclusive jurisdiction over this Deed and any action arising from or in relation to it.

Signed this 22 day of MARCH
2022 as a Deed by Alejandro
Bermudez

In the presence of

VIRGINIA HILLCO SERRANO

(Name of Witness)

Witness Address: C/ ALSARAFE, 17 29130

ALHAYUN DE LA TORRE, ESAC'A

Witness Occupation: WATRESS

Signed this 22 day of MARCH
2022 as a Deed for and on behalf of
VirusTotal SLU by Kenneth H. Yi

Title/Position: Director

In the presence of

(Name of Witness)

Witness Address:

Witness Occupation: