

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7284947

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NYRIAD	09/09/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NYRIAD, INC.	
<b>Street Address:</b>	3500 SOUTH DUPONT HIGHWAY	
<b>City:</b>	DOVER	
<b>State/Country:</b>	DELAWARE	
<b>Postal Code:</b>	19901	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16544605
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>	9727312288	
<b>Email:</b>	dallaspatents@dfw.conleyrose.com	
<b>Correspondent Name:</b>	CONLEY ROSE, P.C.	
<b>Address Line 1:</b>	4965 PRESTON PARK BOULEVARD	
<b>Address Line 2:</b>	SUITE 195E	
<b>Address Line 4:</b>	PLANO, TEXAS 75093	
<b>ATTORNEY DOCKET NUMBER:</b>	4592-01100	
<b>NAME OF SUBMITTER:</b>	MICHAEL W. PIPER	
<b>SIGNATURE:</b>	/Michael W. Piper/	
<b>DATE SIGNED:</b>	04/18/2022	
<b>Total Attachments: 11</b>		
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ELLIS TERRY

**Deed of Assignment of Intellectual Property Rights**

BETWEEN

**Nyriad**

ASSIGNOR

**Nyriad, Inc.**

ASSIGNEE

Ellis Terry Auckland  
Level 3 Aittrans Building  
104 Quay Street  
Auckland 1010  
New Zealand

+64 9 975 1073  
mail@ellisterry.com

Ellis Terry Wellington  
Level 11 Pencarrow House  
1 Willeston Street  
Wellington 6011  
New Zealand

+64 4 496 0813  
mail@ellisterry.com

**PATENT**  
**REEL: 059627 FRAME: 0574**

## Parties

**Nyriad** (company number 5566306), an unlimited liability company of F004/36 Lake Street, Cambridge, 3434, New Zealand (Assignor)

**Nyriad, Inc.** (file number 5793221), a Delaware corporation of 3500 South DuPont Highway, City of Dover, Country of Kent, 19901, Delaware, United States (Assignee)

## Introduction

- A The Assignor is the owner of Intellectual Property Rights including the registered rights set out in Schedule 1 and unregistered rights.
- B The Assignor and Assignee have agreed on the transfer of the Intellectual Property Rights, subject to this deed.

## Covenants

### 1 DEFINITIONS

In this deed, including the Introduction, the following terms have the specified meanings.

- 1.1 **Confidential Information** means the right to sue for any breaches of confidence in relation to confidential information, including trade secrets, know-how, the operation of software, business processes, and contact lists.
- 1.2 **Effective Date** means from the time of execution on 10<sup>th</sup> day of September 2021 (NZST).
- 1.3 **Goodwill** means the reputation established by the business through reputation and use of brands, logos, business get up, and operation.
- 1.4 **Intellectual Property Rights** means all intellectual property relating to the business of the Assignor that existed, exists or may in the future exist anywhere in the world, whether or not registered or registrable, including

- (a) any copyright, or rights in the nature of copyright, in any original artistic, literary, and other works including copyright in logos, software, artistic and original works including text, photographs, manual, documentation;
- (b) any patent rights, including the patent applications listed in Schedule 1 together with any patents that may be granted pursuant to the patent applications; and any future patents or patent applications that are based on or derive priority from the patent applications in any country in the world;
- (c) any right to apply for a patent for any inventions that are not yet the subject of a patent application;
- (d) any design rights including rights in the design of any product, icon, or user interface, including the right to apply for and obtain protection for the design, the right to claim priority from an application for protection for the design, and any unregistered design rights arising from the design;
- (e) any trade mark rights including the trade mark NYRIAD and associated logos, including the trademark registrations set out in Schedule 1 and any copyright in the trade marks and logos;
- (f) any database rights arising from compilation of data;
- (g) any domain names including nyriadtechnology.com; and
- (h) know-how, including any information, knowledge, experience, data and designs in the possession of the Assignor that are confidential and that relate to the Invention or the process for making or using it.

## **2 ASSIGNMENT**

**2.1 Assignment:** The Assignor has sold the Intellectual Property Rights to the Assignee for good and valuable consideration, and the Assignor now hereby assigns to the Assignee, and the Assignee accepts absolutely:

- (a) all of the Assignor's rights, title and interest in and to the Intellectual Property Rights;
- (b) Goodwill attaching to and symbolised by the Trade Mark Rights; and

(c) Confidential Information;

such assignment to be effective from the Effective Date.

2.2 **Rights of Action:** The assignment in clause 2.1 includes the assignment and transfer of:

- (a) the right to sue for damages for infringement or misuse of the Intellectual Property Rights in relation to all causes of action (whether they arise before, on, or after the date of this assignment); and
- (b) all other rights of action, powers, legal and equitable remedies, and benefits arising from ownership of the Intellectual Property Rights.

2.3 **Moral Rights:** The assignment in clause 2.1 includes all moral rights to the extent permitted by law. Where any moral rights cannot be assigned under law, the Assignor waives, to the extent permitted by law, the unassigned moral rights and consents to any action of the Assignee that would otherwise violate the unassigned moral rights.

2.4 **Authority to add application particulars:** The Assignor authorises the Assignee to add to a schedule details of any application to register the Intellectual Property or any registrations resulting from an application to register the Intellectual Property. This includes, but is not limited to, patent or design applications that may be filed following the date of execution by the Assignor of this deed. Any such addition will be as valid and binding on the Assignor as if the addition had been made before the Assignor executed this assignment.

### 3 EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

3.1 **Further actions:** If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things that the Assignee considers necessary or desirable to give effect to the assignment in clause 2.1 including:

- (a) apply for and obtain, or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining, protection of the Intellectual Property Rights. The Assignor acknowledges that all rights, title and

interest in and to such applications and any granted protection will be owned by the Assignee;

- (b) vest in the Assignee ownership of any protection referred to in paragraph (a) above;
- (c) amend, maintain, or renew any protection referred to in paragraph (a);
- (d) enforce any of the Intellectual Property Rights (including by obtaining any remedies that may be available for infringement of the Intellectual Property Rights);
- (e) defeat any challenge to the validity of any of the Intellectual Property Rights;
- (f) defend any opposition proceedings brought by a third party in relation to the Intellectual Property Rights;
- (g) conduct opposition proceedings regarding any application for intellectual property protection by a third party, where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights; and
- (h) otherwise implement and carry out the Assignor's obligations under this deed.

3.2 **Power of attorney:** The Assignor irrevocably appoints the Assignee as the Assignor's attorney with full power to act in the Assignor's name and on the Assignor's behalf to do any of the things required to be done by the Assignor under clause 3.1:

- (a) to the extent that the Assignor fails to do any of those things within a reasonable time after being called upon to do so by the Assignee; or
- (b) if the Assignee is unable, after making reasonable and proper inquiries, to locate the Assignor to ask the Assignor to do those things.

#### 4 GENERAL

4.1 **Deed binding and delivered:** This deed is immediately and unconditionally binding on the Assignor as soon as the Assignor executes and delivers this deed.

- 4.2 **Delivery:** Without limiting any other mode of delivery, this deed will be delivered by the Assignor immediately upon the earlier of:
- (a) physical delivery of an original form of this deed executed by the Assignor; or
  - (b) electronic transmission of a copy of this deed executed by the Assignor to the Assignee or its agent.
- 4.3 **No Waiver:** A party's failure to enforce any of its rights under this assignment will not be deemed to be a waiver of that or any other of its rights. A single or partial exercise of any right under this assignment will not preclude the exercise of any other right.
- 4.4 **Counterparts:** This deed may be executed in any number of counterparts. Each counterpart is an original and together all counterparts form a single instrument.
- 4.5 **Severability:** If any provision of this deed is invalid or unenforceable to any extent, the remainder of this deed and its application will not be affected and will remain enforceable to the greatest extent permitted by law.
- 4.6 **Governing law:** This deed will be governed by New Zealand law without reference to any conflicts of laws provisions, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand to adjudicate any dispute in connection with this deed.

## SIGNED AS A DEED

Nyriad

DocuSigned by:



39402878E035404...

Signature of First Director

Joanna Perry

Name of First Director

09 September 2021

Date of Signature by First Director

DocuSigned by:



A90857ECF41942F...

Signature of Second Director

Tim Miles

Name of Second Director

09 September 2021

Date of Signature by Second Director

**SIGNED AS A DEED**

**Nyriad, Inc.**

DocuSigned by:  
*Herb Hunt*  
2B6487488A0B489...

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Signature of Authorised Officer

Herb Hunt

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Name of Authorised Officer

CEO

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Title of Authorised Officer

09 September 2021

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Date of Signature by Authorised Officer

## **SCHEDULE 1 – NYRIAD INTELLECTUAL PROPERTY RIGHTS**

### **PATENT RIGHTS**

#### **Data Compression System and Method Using a Zbuffer**

- United States provisional patent application number 62/556,896

#### **Data Compression System and Method Using Overlapping Phrases**

- United States provisional patent application number 62/556,902

#### **Data Compression System and Method Using Functions**

- United States provisional patent application number 62/556,909

#### **Device Driver on a GPU**

- United States provisional patent application number 62/746,981

#### **Data Storage and Retrieval Using a GPU**

- United States provisional patent application number 62/725,691

#### **Packet Routing Using a GPU**

- United States provisional patent application number 62/725,703

#### **Dictionary-Based Data Compression**

- Taiwanese patent application number 107131828
- United States patent application number 16/646,135

#### **Persistent Storage Device Management**

- Chinese patent application number 201910817188.1
- European patent application number 19193027.0
- Hong Kong patent application number 420200158418
- Japanese patent application number 2019-156155
- Taiwanese patent application number 108129760
- United States utility patent application number 16/544,605

#### **Vector Processor Storage**

- Chinese patent application number 201910816269.X
- European patent application number 19194748.0
- Hong Kong patent application number 420200158400
- Japanese patent application number 2019-157181

- Taiwanese patent application number 108131168
- United States patent application number 16/556,711

#### **Block Device Interface Using Non-Volatile Pinned Memory**

- Chinese patent application number 201910815672.0
- European patent application number 19194744.9
- Hong Kong patent application number 420200158392
- Japanese patent application number 2019-156878
- Taiwanese patent application number 108131172
- United States patent application number 16/556,575

#### **Cache Operation for a Persistent Storage Device**

- United States provisional patent application number 63/149,841

#### **Data Access Path Optimization**

- United States provisional patent application number 63/140,606

#### **Affinity-Based Cache Operation for a Persistent Storage Device**

- United States provisional patent application number 63/140,644

#### **Read Request Response for Reconstructed Data in a Degraded Drive**

- United States provisional patent application number 63/149,829

#### **Storage System**

- United States provisional patent application number 63/239,571

#### **TRADE MARKS**

<i><b>Trade Mark</b></i>	<i><b>Official Number</b></i>	<i><b>Country</b></i>
NSULATE	1083615	New Zealand
	1874719	Canada
	1407172	International Registration designating Australia (no. 1933825), China, European Union, India, Japan, Singapore (no. 40201811594R), US (no. 5742167)

<b><i>Trade Mark</i></b>	<b><i>Official Number</i></b>	<b><i>Country</i></b>
NYRIAD	1042149	New Zealand
	1874719	Canada
	1309738	International Registration designating Australia (no. 1798162), China, European Union, India, Japan, Singapore, US (no. 5293383)
	90853731	US
NYRIAD	1036490	New Zealand
<b>Ultra.IO</b>	90853744	US