507496286 09/16/2022

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MORGAN MEARS	09/15/2022
SAMUEL QUINCY FINK	09/15/2022

### **RECEIVING PARTY DATA**

Name:	NETAPP, INC.
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City:	SAN JOSE
State/Country:	CALIFORNIA
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# **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	17932916	

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NAME OF SUBMITTER:	DEIDRA D. RITCHERSON
SIGNATURE:	/Deidra D. Ritcherson/
DATE SIGNED:	09/16/2022

**Total Attachments: 2** 

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PATENT REEL: 061124 FRAME: 0319 507496286

## ASSIGNMENT OF INVENTION AND PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Morgan Mears having an address of Raleigh, NC ("Assignor")

Samuel Quincy Fink having an address of Cary, NC ("Assignor")

hereby sell(s), assign(s), transfer(s), and convey(s) unto NetApp, Inc., a California corporation, with an address at 3060 Olsen Dr, San Jose, CA 95128 ("Assignee"), all rights, title, and interests that exist today and may exist in the future in and to any and all of the following items (1) through (9) below:

- 1. the inventions disclosed in the solution report/invention disclosure titled DATA STORAGE SYSTEM DRIVE UTILIZATION and all inventions claimed *and/or* described in the Application(s) (collectively, the "**Invention**");
- 2. any U.S., PCT, or foreign patent application(s) prepared and filed based on said solution report/invention disclosure;
- 3. the patent applications listed in the table below (the "**Application**") and/or filed under said Docket No. NTAP108US;

Patent Application No.	Country	Filing Date	Title
17/932,916	US	09/16/2022	DATA STORAGE SYSTEM DRIVE UTILIZATION

- 4. all rights with respect to the Invention, including all United States patents or other governmental grants or issuances that may be granted with respect to the Invention or from any direct or indirect divisionals, continuations, continuations-in-part, non-provisionals or other patent applications claiming priority rights from the Application(s) ("Potential Patents");
- 5. all reissues, reexaminations, extensions, or registrations of the Potential Patents;
- 6. all non-United States patents, patent applications, and counterparts relating to any or all of the Invention, the Application(s), and the Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
- 7. all rights to claim priority rights deriving from the Application(s);
- 8. all causes of action and remedies related to any or all of the Application(s), the Invention, the Potential Patents, and the Foreign Rights (including, without limitation, the right to sue for

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ASSIGNMENT OF INVENTION AND PATENT RIGHTS TO NETAPP, INC.

past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and

9. any and all other rights and interests arising out of, in connection with, or in relation to the Application(s), the Invention, Potential Patents, and the Foreign Rights.

Assignor will not sign any document or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignor requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

Assignor hereby authorizes, requests and grants power to Assignee and Assignee's authorized representative to insert on this Assignment the filing date(s) and Patent Application Numbers in the table above when known.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, their successors, legal representatives and assigns.

Signed:	Date:
Morgan Maara Berger News (Sep 15, 2022 15:01: 601)	Sep 15, 2022
Morgan Mears	
Signed:	Date:
	Sep 15, 2022
Samuel Quincy Fink	