

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7695837

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the THE ADDRESS OF THE ASSIGNEE previously recorded on Reel 057050 Frame 0538. Assignor(s) hereby confirms the THE ADDRESS OF THE ASSIGNEE SHOULD BE 500 SW 39TH STREET SUITE 200 RENTON, WA 98057.

CONVEYING PARTY DATA

Name	Execution Date
ALEXEY KOBETS	06/01/2014

RECEIVING PARTY DATA

Name:	PARALLELS INC.
Street Address:	500 SW 39TH STREET
Internal Address:	SUITE 200
City:	RENTON
State/Country:	WASHINGTON
Postal Code:	98057

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	16235579
Application Number:	16235330
Application Number:	16731381
Application Number:	16731568
Application Number:	16235430
Application Number:	16234940
Application Number:	16731866
Application Number:	16731633
Application Number:	16731988

CORRESPONDENCE DATA

Fax Number: (212)535-4601

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.

Phone: (212) 535-4600

Email: patentdocket@arentfox.com

Correspondent Name: MICHAEL FAINBERG

Address Line 1: 1301 AVENUE OF THE AMERICAS

Address Line 2: ARENT FOX SCHIFF

PATENT

Address Line 4: NEW YORK, NEW YORK 10019	
ATTORNEY DOCKET NUMBER:	038179.032/34/35/36/37/38
NAME OF SUBMITTER:	MICHAEL FAINBERG
SIGNATURE:	/Michael Fainberg/
DATE SIGNED:	12/15/2022
Total Attachments: 9 source=KobettoParllelsCorrectAddress#page1.tif source=KobettoParllelsCorrectAddress#page2.tif source=KobettoParllelsCorrectAddress#page3.tif source=KobettoParllelsCorrectAddress#page4.tif source=NDA without sensitive information2#page1.tif source=NDA without sensitive information2#page2.tif source=NDA without sensitive information2#page3.tif source=NDA without sensitive information2#page4.tif source=NDA without sensitive information2#page5.tif	

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6842777

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALEXEY KOBETS	06/01/2014
RECEIVING PARTY DATA		
Name:	PARALLELS INC.	
Street Address:	VORDERGASSE 59- <u>500 SW 39th Street, Suite 200</u>	
City:	SCHAFFHAUSEN- <u>Renton</u>	
State/Country:	SWITZERLAND- <u>Washington</u>	
Postal Code:	8200- <u>98057</u>	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Application Number:	16235579	
Application Number:	16235330	
Application Number:	16731381	
Application Number:	16731568	
Application Number:	16235430	
Application Number:	16234940	
Application Number:	16731866	
Application Number:	16731633	
Application Number:	16731988	
CORRESPONDENCE DATA		
Fax Number:	(212)535-4601	
<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:	2125354600	
Email:	patentdocket@arentfox.com	
Correspondent Name:	MICHAEL FAINBERG	
Address Line 1:	1301 AVENUE OF THE AMERICAS	
Address Line 2:	ARENT FOX	
Address Line 4:	NEW YORK, NEW YORK 10019	
ATTORNEY DOCKET NUMBER:	038179.32/34/35/36/37/38	
NAME OF SUBMITTER:	MICHAEL FAINBERG	

PATENT

SIGNATURE:	/michael fainberg/
DATE SIGNED:	08/02/2021
Total Attachments: 5 source=NDAAlexeyKobets#page1.tif source=NDAAlexeyKobets#page2.tif source=NDAAlexeyKobets#page3.tif source=NDAAlexeyKobets#page4.tif source=NDAAlexeyKobets#page5.tif	



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 3, 2021

PTAS

MICHAEL FAINBERG
1301 AVENUE OF THE AMERICAS
ARENT FOX
NEW YORK, NY 10019

506795958

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 08/02/2021

REEL/FRAME: 057050/0538

NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 038179.32/34/35/36/37/38

ASSIGNOR:

KOBETS, ALEXEY

DOC DATE: 06/01/2014

ASSIGNEE:

PARALLELS INC.

~~VORDERGASSE 59~~

~~SCHAFFHAUSEN, SWITZERLAND 8200~~

500 SW 39th Street, Suite 200

Renton, WA 98057

APPLICATION NUMBER: 16234940

FILING DATE: 12/28/2018

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEM AND METHOD FOR DEPLOYING SERVERS IN A DISTRIBUTED STORAGE
TO IMPROVE FAULT TOLERANCE

APPLICATION NUMBER: 16235330

FILING DATE: 12/28/2018

PATENT NUMBER: 10949289

ISSUE DATE: 03/16/2021

TITLE: SYSTEM AND METHOD FOR MAINTAINING DATA INTEGRITY OF DATA ON A
STORAGE DEVICE

APPLICATION NUMBER: 16235430 FILING DATE: 12/28/2018
PATENT NUMBER: 11016684 ISSUE DATE: 05/25/2021
TITLE: SYSTEM AND METHOD FOR MANAGING DATA AND METADATA WHERE
RESPECTIVE BACKING BLOCK DEVICES ARE ACCESSED BASED ON WHETHER
REQUEST INDICATOR INDICATES THE DATA OR THE METADATA AND
ACCESSING THE BACKING BLOCK DEVICES WITHOUT FILE SYSTEM WHEN THE
REQUEST INDICATOR IS NOT INCLUDED IN REQUEST

APPLICATION NUMBER: 16235579 FILING DATE: 12/28/2018
PATENT NUMBER: 11029869 ISSUE DATE: 06/08/2021
TITLE: SYSTEM AND METHOD FOR MULTIQUEUED ACCESS TO CLOUD STORAGE

APPLICATION NUMBER: 16731381 FILING DATE: 12/31/2019
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEM AND METHOD FOR ENCRYPTION OF EPHEMERAL STORAGE

APPLICATION NUMBER: 16731568 FILING DATE: 12/31/2019
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEM AND METHOD FOR SECURELY CONNECTING APPLICATIONS TO
MIDDLEWARE SERVICES IN A CLOUD PLATFORM

APPLICATION NUMBER: 16731633 FILING DATE: 12/31/2019
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEM AND METHOD FOR GENERATING A GUEST OPERATING SYSTEM CRASH
DUMP

APPLICATION NUMBER: 16731866 FILING DATE: 12/31/2019
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEM AND METHOD FOR PROVIDING A FILE SYSTEM WITHOUT
DUPLICATION OF FILES

APPLICATION NUMBER: 16731988 FILING DATE: 12/31/2019
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEM AND METHOD FOR RECOVERING A NODE IN A CLOUD INFRASTRUCTURE
AFTER AN INTRUSION

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



Confidentiality, Intellectual Property and Non-Competition Agreement

This Agreement is between Alexey Kobets (hereafter "You") and Parallels Inc., a Delaware corporation, its affiliates, successors, assigns, parents and subsidiaries (hereafter "the Company") on June 01, 2014. You are entering into this Agreement based on consideration to You from the Company including your continued employment and other benefits which you acknowledge to be sufficient consideration for this Agreement.

1. **Nature of Agreement.** You and the Company intend this Agreement to be an Agreement of Confidentiality, Intellectual Property and Non-Competition only. This Agreement does not limit in any way the right of either You or the Company to terminate the employment relationship at any time. This Agreement contains obligations which survive termination of the employment relationship between You and the Company. If You and the Company enter into or have entered into an Employment Agreement, this Agreement is to be read and applied consistently with that Agreement.

2. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

2.1. **"Inventions"** are discoveries, inventions, works of authorship, improvements and ideas (whether patentable or not), related to any activities, research or development of the Company in the software development, maintenance and support for hosting, hosting automation, ISP automation, ASP automation, and virtualization/server consolidation field, that You learn of, possess or have access to through your employment by the Company, including but not limited to hardware, software, computer programs, source or object codes, documentation, processes, design, concept, development, methods, codes, formulas, techniques and improvements.

2.2. **"Conflicting Services"** means any product, service or process of any person or organization other than the Company, which directly competes with a product, service or process with which You work during employment by the Company or about which You acquire **Confidential Information** during your employment by the Company.

2.3. **"Confidential Information"** means knowledge or information not generally known to the public or in the software development, maintenance and support for hosting, hosting automation, ISP automation, ASP automation, and virtualization/server consolidation industry (including information conceived, discovered or developed by You), that You learn of, possess, or to which You have access through your employment by the Company, related to the Company, its business partners, or the business of its **Customers or Potential Customers**, including but not limited to the information listed on Schedule C to this Agreement. **Confidential Information** shall not include information which is or becomes publicly known through no breach of this Agreement or other act or omission of the Employee. The phrase "publicly known" shall mean readily accessible to the public in a written publication, and shall not include information which is only available by a substantial searching of the published literature, and information the substance of which must be pieced together from a number of different publications and sources. The burden of proving that information or skills and experience are not **Confidential Information** shall be on the party asserting such exclusion.

2.4. **"Customer or Potential Customer"** means each and every person and/or entity who or which, at any time during the two (2) years prior to termination of Your employment: (i) contracted for, was billed for, or received services from the Company or (ii) was in contact with You or in contact with another representative of the Company, of which contact you knew or should have been aware, concerning any products or services offered by the Company.

3. Inventions.

3.1 You agree that *Inventions* made or conceived by You, either by yourself or with others, even if made or conceived outside your hours of employment or without the use of the Company's facilities or resources shall be the property of the Company without royalty or other consideration to You if they are made or conceived either: (1) during the period of your employment by the Company; (2) during any period after termination of your employment during which You are retained by the Company as a consultant; or (3) with use of the Company's *Inventions* or *Confidential Information*.

3.2 During the period of your employment and for six (6) months after termination of your employment with the Company, You will promptly disclose to the Company fully and in writing all *Inventions* authored, conceived or reduced to practice by You, either alone or jointly with others. In addition, You will promptly disclose to the Company all patent applications filed by You or on your behalf within a year after termination of employment. At the time of each such disclosure, You will advise the Company in writing of any *Inventions* that You believe fully qualify for protection from assignment to the Company under any specifically applicable state law, regulation, rule, or public policy; and You will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without your consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to *Inventions* that qualify fully for protection from assignment to the Company under any specifically applicable state law, regulation, rule, or public policy.

3.3 You will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign interests and rights relating to the *Inventions* in any and all countries. At the Company's request and expense You agree to execute any and all applications, assignments, or other documents which the Company requests to apply for, register, and/or obtain copyrights or Letters Patent of the United States or of any foreign country, or to otherwise protect the Company's interests in any *Inventions*. You agree to perform such other acts (including appearances as a witness) as the Company may reasonably request in applying for, obtaining, perfecting, evidencing, sustaining and enforcing its rights in the *Inventions* and the assignment thereof. Your obligation to assist the Company with respect to interests relating to the *Inventions* in any and all countries shall continue beyond the termination of your employment, but the Company shall compensate You at a reasonable rate after your termination for the time actually spent by You at the Company's request on such assistance.

3.4 You assign to the Company all interests and rights, including but not limited to copyrights in such *Inventions* and applications for United States Letters Patent or foreign Letters Patent for such *Inventions*. You also waive any claim to moral rights in any *Inventions*. To the extent that any *Inventions* do not qualify as "works made for hire" under U.S. copyright law, this Agreement will constitute an irrevocable assignment by You to the Company of the ownership of, and all rights of copyright in, such *Inventions*, and You agree to execute any writings requested by the Company to evidence the Company's ownership.

3.5 You agree that if the Company is unable, after reasonable effort, to obtain your signature on any papers referred to in subparagraphs 3.3 and 3.4, any executive officer of the Company may execute any such papers as Your agent and attorney-in-fact. By Your signature on this Agreement You designate and appoint each executive officer of the Company as Your agent and attorney-in-fact, which appointment is coupled with an interest, to execute any such papers on Your behalf, and to take any and all actions the Company considers necessary to protect its rights and interests in any *Inventions*. You hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which You now or may hereafter have for infringement of any interests and rights assigned hereunder to the Company.

3.6 Excluded from this Agreement are any inventions that You cannot assign to the Company because of the ownership interests of third parties or in which You have any right, title, or interest prior to Your employment by the Company and which are identified on Schedule A (collectively

referred to as "*Prior Inventions*"). If disclosure of any such *Prior Invention* would cause You to violate any prior confidentiality agreement, You understand that You are not to list such *Prior Inventions* on Schedule A but are only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. If no such disclosure is attached, You represent that there are no such *Prior Inventions* to identify. If, in the course of your employment with the Company, You incorporate a *Prior Invention* into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, fully-paid, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, reproduce, make derivative works of, publicly perform, publicly display, use, sell, import, and exercise any and all present and future rights in such *Prior Invention*. Notwithstanding the foregoing, You agree that You will not incorporate, or permit to be incorporated, *Prior Inventions* in any Company inventions without the Company's prior written consent.

3.7. You recognize that this Agreement will not be deemed to require assignment of any invention that qualifies as a nonassignable invention under Section 49.44.140 of the Revised Code of Washington, which provides as follows:

Any assignment of inventions required by this Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development or (b) the invention results from any work performed by the employee for the Company.

You agree that You have reviewed the above notification and that your signature to the Agreement acknowledges receipt of said notification.

3.8. You agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all *Confidential Information* developed by You and all *Inventions* made by You during the period of your employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

8. Miscellaneous.

9.1 This Agreement and the restrictions and obligations in it survive the employment relationship and are binding regardless of the reason for termination of employment.

9.2 The Agreement is for the benefit of You and of the Company, its successor, assigns, parent corporations, subsidiaries, and/or purchasers.

9.3 This Agreement is governed by the laws of the State of Washington without regard to the conflicts of laws or principles thereof. Any suit involving this Agreement must be brought in a state or federal court sitting in Washington.

9.4 No waiver by the Company of any breach of any of the provisions of this Agreement is a waiver of any preceding or succeeding breach of the same or any other provisions of this Agreement. No waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

9.5 Nothing in this Agreement grants a license or permission to use any intellectual property of Company, whether owned, pending, or currently under development.

9.6 This Agreement may be amended by a writing signed by both parties: *provided, however, that* Schedules A and B to this Agreement may be amended by the Company at any time and the amended schedules attached to this Agreement and made a part of it.

9.7 You agree that on the subjects covered in this Agreement, it is the entire Agreement between You and the Company, superseding any previous oral or written communications, representations, understanding, or agreements with the Company or with any representative of the Company.

By signing this Agreement you represent that you have read and understand this Agreement, you have had an opportunity to consult legal counsel concerning this Agreement and that you sign it voluntarily.

Paralels Inc

Employee

By

Manager Signature

Employee Signature

Schedule A Inventions

For purposes of the Confidentiality, Intellectual Property and Non-Competition Agreement between the Company and Alexander K. Gotsis dated June 01 2014, inventions shall not include the following:

- ☐ No inventions or improvements.
- ☐ Additional sheets attached.

Due to a prior confidentiality agreement, the above disclosure cannot be completed with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which is owed to the following party(ies):

Invention or Improvement	Party(ies)	Relationship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
<input type="checkbox"/> Additional sheets attached.		