

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7706669

<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	05/16/2022
STUART JOHN INGLIS	05/15/2022
SHERIDAN JOHN LAMBERT	07/07/2022
RAFAEL JOHN PATRICK SHUKER	05/18/2022
PRADEEP BALAKRISHNAN	08/29/2022
MATTHEW SYLVAIN LAZARO	05/17/2022
HERBERT DENNIS HUNT	05/31/2022
DMITRY LAPIK	05/18/2022
ADAM GWORN KIT FLEMING	06/01/2022
<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:	18085192
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)824-3001
<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>	
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<b>Correspondent Name:</b>	BANNER & WITCOFF, LTD.
<b>Address Line 1:</b>	1100 13TH STREET NW
<b>Address Line 2:</b>	STE 1200
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<b>ATTORNEY DOCKET NUMBER:</b>	009371.00014
<b>NAME OF SUBMITTER:</b>	SCOTT M. KELLY



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ELLIS TERRY

**Assignment of Intellectual Property**  
**METHODS OF ARRANGING DATA ON PERSISTENT STORAGE**  
**DEVICE**

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*Ellis Terry is the trading name of Terry IP Patent Attorneys Limited, Terry IP Law Limited, Ellis Terry Limited and Ellis IP Limited*

**PATENT**  
**REEL: 062200 FRAME: 0480**

## PARTIES

**Stuart John Inglis**, a New Zealand citizen

**Sheridan John Lambert**, a New Zealand citizen

**Adam Gworn Kit Fleming**, a New Zealand citizen

**Matthew Sylvain Lazaro**, a United Kingdom citizen

**Herbert Dennis Hunt**, a United States citizen

**Dmitry Lapik**, a New Zealand citizen

**Pradeep Balakrishnan**, a United States citizen

**Rafael John Patrick Shuker**, a New Zealand citizen

**Nyriad**, a New Zealand company with NZBN 9429041574942 having a registered office at Skypoint Building, 3 Melody Lane, Hamilton East, Hamilton 3216, New Zealand

**(the Assignor)**

**Nyriad, Inc.**, a Delaware corporation of 3500 South DuPont Highway, Dover, Delaware, 19901, United States

**(the Assignee)**

## INTRODUCTION

- A. The Assignor has devised or contributed to the Invention either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. The Assignor has agreed to assign the Invention and the Intellectual Property Rights to the Assignee subject to the terms and conditions of this agreement.

## COVENANTS

### 1. DEFINITIONS

- 1.1 In this agreement, including the Introduction, the following terms will have the following meanings:

**Copyright** means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and

- (b) any database rights,

comprising or relating to the Invention, that exist or may in the future exist anywhere in the world;

**Improvement** means an improvement in, modification of, or addition to:

- (a) the Invention;
- (b) any original artistic, literary or other works relating to the Invention; or
- (c) any designs to be applied to articles of or relating to the Invention,

devised, created, designed, contributed to or acquired by the Assignor, while the Assignor is employed by the Assignee, or under any commission from the Assignee;

**Intellectual Property Rights** means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention that exist or may in the future exist anywhere in the world and whether or not registered or registrable, including the Patent Rights and Copyright;

**Invention** means any and all inventions described in the Schedule (as improved, modified, developed or amended at any time before execution of this agreement by the Assignor);

**Patent Applications** means the patent applications identified in the Schedule; and

**Patent Rights** means all patent rights in and to the Invention that exist or may in the future exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection for the Invention in any country;
- (b) the right to claim priority under any international convention or agreement, including the Paris Convention (as amended) from any application referred to in paragraph (a) above;
- (c) all rights conferred by any patents or similar forms of protection obtained from any applications referred to in paragraphs (a) and (b) above and
- (d) the Patent Applications together with:
  - (i) any patents that may be granted pursuant to the Patent Applications; and
  - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

## **2. ASSIGNMENT**

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

- (a) the Invention; and
- (b) the Intellectual Property Rights.

2.2 **Rights of action:** The assignments effected by clause 2.1 include:

- (a) the assignment and transfer of:
  - (i) the right to sue for damages for infringement or misuse of the Intellectual Property Rights; and
  - (ii) all other rights of action, powers, legal and equitable remedies, and benefits arising from ownership of the Intellectual Property Rights,

in relation to all causes of action arising before, on or after the date of this agreement.

**2.3 Moral rights:** The Assignor:

- (a) waives all of the Assignor's moral rights arising from the Invention throughout the world; and
  - (b) consents to all uses and treatments of the Invention and the Intellectual Property Rights,
- to the extent that the Assignor may lawfully do so.

**2.4 Authority to add application particulars:**

- (a) The Assignor acknowledges that it is the intention of the Assignee to file one or more patent applications in various countries around the world in respect of the Invention. The Assignor hereby irrevocably authorises the Assignee or its agent to add in the Schedule particulars of any patent applications in respect of the Invention that may be filed following the date of execution by the Assignor of this agreement.
- (b) The Assignor agrees and acknowledges that any addition under clause 2.4(a) will be valid and binding upon the Assignor as if the addition had been made prior to execution by the Assignor of this agreement.

**3. CONFIDENTIALITY**

- 3.1 Confidentiality obligations:** The Assignor agrees to treat all information relating to the Invention and the Intellectual Property Rights as secret and confidential. The Assignor will not use, disclose or publish such information without the Assignee's prior written consent.
- 3.2 Exceptions to confidentiality:** The obligations of confidentiality in clause 3.1 do not extend to any information that is or becomes generally available to the public through no act or default of the Assignor. However, the Assignor will promptly advise the Assignee if the Assignor becomes aware of any actual or potential loss of secrecy or confidentiality of the information referred to in clause 3.1.

**4. IMPROVEMENTS**

- 4.1 Disclosure:** The Assignor will immediately disclose to the Assignee all Improvements as and when such Improvements arise.
- 4.2 Ownership of Improvements:**
- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in those Improvements.
  - (b) If any Improvements or intellectual property rights in those Improvements are not owned by the Assignee on their creation but are owned by the Assignor, the Assignor will hold those Improvements and intellectual property rights on trust for the Assignee.

- (c) The Assignor will at any time reasonably requested by the Assignee, and at the Assignee's expense, appropriately execute all documents necessary to:
  - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in those Improvements; or
  - (ii) file, prosecute and defend any protective application for the Improvements and all intellectual property rights in those Improvements.

## 5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

5.1 **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:

- (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 agreement.

## 6. GENERAL

6.1 **Binding:** This agreement is intended to be immediately and unconditionally binding upon the Assignor as soon as the Assignor executes this agreement.

6.2 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this agreement will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this agreement.

6.3 **Counterparts:**

- (a) This agreement may be executed in any number of counterparts (including facsimile or electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.

- (b) A party may enter into this agreement by executing any counterpart. The parties acknowledge that this agreement may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this agreement by such means will be a valid and sufficient execution.

6.4 **Governing law:** The formation, validity, construction and performance of this agreement will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this agreement. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

**SIGNED AS AN AGREEMENT**

**Stuart John Inglis:**

DocuSigned by:  
*Stuart John Inglis*  
9D48C805128149D

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Signature

5/15/2022

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Date

**Sheridan John Lambert:**

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Signature

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Date

**Adam Gworn Kit Fleming:**

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Signature

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Date

**Matthew Sylvain Lazaro:**

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Signature

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Date

**Herbert Dennis Hunt:**

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Signature

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Date

**Dmitry Lapik:**

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Signature

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Date

**Pradeep Balakrishnan:**

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Signature

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Date

**Rafael John Patrick Shuker:**

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Signature

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Date



Nyriad by:

Signature

Date

Name

Title

Signature

Date

Name

Title

**Nyriad, Inc. by:**

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Signature

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Date

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Name

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Title

**SCHEDULE: PRODUCT**

The invention described in United States patent application number 63/292,040.

**SCHEDULE: APPLICATIONS**

United States patent application number 63/292,040.

ELLIS TERRY

**Assignment of Intellectual Property**  
**METHODS OF ARRANGING DATA ON PERSISTENT STORAGE**  
**DEVICE**

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**PATENT**  
**REEL: 062200 FRAME: 0491**

## PARTIES

**Stuart John Inglis**, a New Zealand citizen

**Sheridan John Lambert**, a New Zealand citizen

**Adam Gworn Kit Fleming**, a New Zealand citizen

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- (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;
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**SIGNED AS AN AGREEMENT**

**Stuart John Inglis:**

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Signature

---

Date

**Sheridan John Lambert:**

DocuSigned by:  
*Sheridan John Lambert*  
3B2C5A7A2D9465

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Signature

7/7/2022

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Date

**Adam Gworn Kit Fleming:**

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Signature

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Date

**Matthew Sylvain Lazaro:**

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Signature

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Date

**Herbert Dennis Hunt:**

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Signature

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Date

**Dmitry Lapik:**

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Signature

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Date

**Pradeep Balakrishnan:**

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Signature

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Date

**Rafael John Patrick Shuker:**

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Signature

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Date

**Nyriad by:**

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Signature

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Date

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Name

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Title

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Signature

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Date

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Name

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**Nyriad, Inc. by:**

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Signature

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Date

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Name

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Title

**SCHEDULE: PRODUCT**

The invention described in United States patent application number 63/292,040.

**SCHEDULE: APPLICATIONS**

United States patent application number 63/292,040.

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**PATENT**  
**REEL: 062200 FRAME: 0502**

## PARTIES

**Stuart John Inglis**, a New Zealand citizen

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- (d) the Patent Applications together with:
  - (i) any patents that may be granted pursuant to the Patent Applications; and
  - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

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  - (b) consents to all uses and treatments of the Invention and the Intellectual Property Rights,
- to the extent that the Assignor may lawfully do so.

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- (b) The Assignor agrees and acknowledges that any addition under clause 2.4(a) will be valid and binding upon the Assignor as if the addition had been made prior to execution by the Assignor of this agreement.

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**4. IMPROVEMENTS**

**4.1 Disclosure:** The Assignor will immediately disclose to the Assignee all Improvements as and when such Improvements arise.

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- (b) If any Improvements or intellectual property rights in those Improvements are not owned by the Assignee on their creation but are owned by the Assignor, the Assignor will hold those Improvements and intellectual property rights on trust for the Assignee.

- (c) The Assignor will at any time reasonably requested by the Assignee, and at the Assignee's expense, appropriately execute all documents necessary to:
  - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in those Improvements; or
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## 5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

5.1 **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:

- (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 agreement.

## 6. GENERAL

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**SIGNED AS AN AGREEMENT**

**Stuart John Inglis:**

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Signature

---

Date

**Sheridan John Lambert:**

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Signature

---

Date

**Adam Gworn Kit Fleming:**

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Signature

---

Date

**Matthew Sylvain Lazaro:**

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Signature

---

Date

**Herbert Dennis Hunt:**

---

Signature

---

Date

**Dmitry Lapik:**

---

Signature

---

Date

**Pradeep Balakrishnan:**

---

Signature

---

Date

**Rafael John Patrick Shuker:**

DocuSigned by:  
*Rafael John Patrick Shuker*  
-----A247BEA6E472E4C6-----

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Signature

5/18/2022

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Date

**Nyriad by:**

---

Signature

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Date

---

Name

---

Title

---

Signature

---

Date

---

Name

---

Title

**Nyriad, Inc. by:**

---

Signature

---

Date

---

Name

---

Title



**SCHEDULE: PRODUCT**

The invention described in United States patent application number 63/292,040.

**SCHEDULE: APPLICATIONS**

United States patent application number 63/292,040.

ELLIS TERRY

**Assignment of Intellectual Property**  
**METHODS OF ARRANGING DATA ON PERSISTENT STORAGE**  
**DEVICE**

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F +64 (4) 496 5940 Wellington 6011, New Zealand T +64 (9) 379 0798 Auckland 1140, New Zealand E [mail@ellisterry.com](mailto:mail@ellisterry.com)

*Ellis Terry is the trading name of Terry IP Patent Attorneys Limited, Terry IP Law Limited, Ellis Terry Limited and Ellis IP Limited*

**PATENT**  
**REEL: 062200 FRAME: 0513**

## **PARTIES**

**Stuart John Inglis**, a New Zealand citizen

**Sheridan John Lambert**, a New Zealand citizen

**Adam Gworn Kit Fleming**, a New Zealand citizen

**Matthew Sylvain Lazaro**, a United Kingdom citizen

**Herbert Dennis Hunt**, a United States citizen

**Dmitry Lapik**, a New Zealand citizen

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**(the Assignor)**

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**(the Assignee)**

## **INTRODUCTION**

- A. The Assignor has devised or contributed to the Invention either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. The Assignor has agreed to assign the Invention and the Intellectual Property Rights to the Assignee subject to the terms and conditions of this agreement.

## **COVENANTS**

### **1. DEFINITIONS**

- 1.1 In this agreement, including the Introduction, the following terms will have the following meanings:

**Copyright** means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and

- (b) any database rights,

comprising or relating to the Invention, that exist or may in the future exist anywhere in the world;

**Improvement** means an improvement in, modification of, or addition to:

- (a) the Invention;
- (b) any original artistic, literary or other works relating to the Invention; or
- (c) any designs to be applied to articles of or relating to the Invention,

devised, created, designed, contributed to or acquired by the Assignor, while the Assignor is employed by the Assignee, or under any commission from the Assignee;

**Intellectual Property Rights** means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention that exist or may in the future exist anywhere in the world and whether or not registered or registrable, including the Patent Rights and Copyright;

**Invention** means any and all inventions described in the Schedule (as improved, modified, developed or amended at any time before execution of this agreement by the Assignor);

**Patent Applications** means the patent applications identified in the Schedule; and

**Patent Rights** means all patent rights in and to the Invention that exist or may in the future exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection for the Invention in any country;
- (b) the right to claim priority under any international convention or agreement, including the Paris Convention (as amended) from any application referred to in paragraph (a) above;
- (c) all rights conferred by any patents or similar forms of protection obtained from any applications referred to in paragraphs (a) and (b) above and
- (d) the Patent Applications together with:
  - (i) any patents that may be granted pursuant to the Patent Applications; and
  - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

## **2. ASSIGNMENT**

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

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- (a) the assignment and transfer of:
  - (i) the right to sue for damages for infringement or misuse of the Intellectual Property Rights; and
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**Stuart John Inglis:**

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**Matthew Sylvain Lazaro:**

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**Herbert Dennis Hunt:**

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Signature

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Date

**Dmitry Lapik:**

---

Signature

---

Date

**Pradeep Balakrishnan:**

Decoded by:  
*Pradeep Balakrishnan*  
04C02B78E24D452

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Signature

8/29/2022

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Date

**Rafael John Patrick Shuker:**

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Signature

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Date

Nyriad by:

Signature

Date

Name

Title

Signature

Date

Name

Title

**Nyriad, Inc. by:**

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Signature

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Date

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Name

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Title

**SCHEDULE: PRODUCT**

The invention described in United States patent application number 63/292,040.

**SCHEDULE: APPLICATIONS**

United States patent application number 63/292,040.

ELLIS TERRY

**Assignment of Intellectual Property**  
**METHODS OF ARRANGING DATA ON PERSISTENT STORAGE**  
**DEVICE**

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*Ellis Terry is the trading name of Terry IP Patent Attorneys Limited, Terry IP Law Limited, Ellis Terry Limited and Ellis IP Limited*

**PATENT**  
**REEL: 062200 FRAME: 0524**

## PARTIES

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**Stuart John Inglis:**

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Signature

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Date

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Signature

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Date

**Pradeep Balakrishnan:**

---

Signature

---

Date

**Rafael John Patrick Shuker:**

---

Signature

---

Date

Nyriad by:

DocuSigned by:  
*Steve Lance*  
...45BA1E457BAF4DC

Signature

5/16/2022

Date

Steve Lance

Name

CFO

Title

Signature

Date

Name

Title

Nyriad, Inc. by:

DocuSigned by:  
*Steve Lance*  
45B41E45124E40C

Signature

5/16/2022

Date

Steve Lance

Name

CFO

Title

**SCHEDULE: PRODUCT**

The invention described in United States patent application number 63/292,040.

**SCHEDULE: APPLICATIONS**

United States patent application number 63/292,040.

ELLIS TERRY

**Assignment of Intellectual Property**  
**METHODS OF ARRANGING DATA ON PERSISTENT STORAGE**  
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**PATENT**  
**REEL: 062200 FRAME: 0535**



## PARTIES

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- (b) any database rights,

comprising or relating to the Invention, that exist or may in the future exist anywhere in the world;

**Improvement** means an improvement in, modification of, or addition to:

- (a) the Invention;
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- (c) any designs to be applied to articles of or relating to the Invention,

devised, created, designed, contributed to or acquired by the Assignor, while the Assignor is employed by the Assignee, or under any commission from the Assignee;

**Intellectual Property Rights** means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention that exist or may in the future exist anywhere in the world and whether or not registered or registrable, including the Patent Rights and Copyright;

**Invention** means any and all inventions described in the Schedule (as improved, modified, developed or amended at any time before execution of this agreement by the Assignor);

**Patent Applications** means the patent applications identified in the Schedule; and

**Patent Rights** means all patent rights in and to the Invention that exist or may in the future exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection for the Invention in any country;
- (b) the right to claim priority under any international convention or agreement, including the Paris Convention (as amended) from any application referred to in paragraph (a) above;
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- (d) the Patent Applications together with:
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2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

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in relation to all causes of action arising before, on or after the date of this agreement.

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- (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
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**SIGNED AS AN AGREEMENT**

**Stuart John Inglis:**

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Signature

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Date

**Sheridan John Lambert:**

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Signature

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Date

**Adam Gworn Kit Fleming:**

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Signature

---

Date

**Matthew Sylvain Lazaro:**

DocuSigned by:  
*Matthew Lazaro*  
AT342HEB2D4EE

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Signature

5/17/2022

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Date

**Herbert Dennis Hunt:**

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Signature

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Date

**Dmitry Lapik:**

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Signature

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Date

**Pradeep Balakrishnan:**

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Signature

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Date

**Rafael John Patrick Shuker:**

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Signature

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Date

**Nyriad by:**

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Signature

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Date

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Name

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Title

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Signature

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Date

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Name

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Title



**Nyriad, Inc. by:**

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Signature

---

Date

---

Name

---

Title

**SCHEDULE: PRODUCT**

The invention described in United States patent application number 63/292,040.

**SCHEDULE: APPLICATIONS**

United States patent application number 63/292,040.

ELLIS TERRY

**Assignment of Intellectual Property**  
**METHODS OF ARRANGING DATA ON PERSISTENT STORAGE**  
**DEVICE**

P +64 (4) 498 0833 PO Box 10932, The Terrace P +64 (9) 975 1073 PO Box 522, Shortland Street W [www.ellisterry.com](http://www.ellisterry.com)  
F +64 (4) 496 5948 Wellington 6011, New Zealand T +64 (9) 379 0798 Auckland 1140, New Zealand E [mail@ellisterry.com](mailto:mail@ellisterry.com)

*Ellis Terry is the trading name of Terry IP Patent Attorneys Limited, Terry IP Law Limited, Ellis Terry Limited and Ellis IP Limited*

**PATENT**  
**REEL: 062200 FRAME: 0546**

## PARTIES

**Stuart John Inglis**, a New Zealand citizen

**Sheridan John Lambert**, a New Zealand citizen

**Adam Gworn Kit Fleming**, a New Zealand citizen

**Matthew Sylvain Lazaro**, a United Kingdom citizen

**Herbert Dennis Hunt**, a United States citizen

**Dmitry Lapik**, a New Zealand citizen

**Pradeep Balakrishnan**, a United States citizen

**Rafael John Patrick Shuker**, a New Zealand citizen

**Nyriad**, a New Zealand company with NZBN 9429041574942 having a registered office at Skypoint Building, 3 Melody Lane, Hamilton East, Hamilton 3216, New Zealand

**(the Assignor)**

**Nyriad, Inc.**, a Delaware corporation of 3500 South DuPont Highway, Dover, Delaware, 19901, United States

**(the Assignee)**

## INTRODUCTION

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- B. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. The Assignor has agreed to assign the Invention and the Intellectual Property Rights to the Assignee subject to the terms and conditions of this agreement.

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**Stuart John Inglis:**

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Signature

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Date

**Sheridan John Lambert:**

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Date

**Adam Gworn Kit Fleming:**

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Signature

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Date

**Matthew Sylvain Lazaro:**

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Signature

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Date

**Herbert Dennis Hunt:**

DocuSigned by:  
  
56380703-D91E-4572-820C-24C409D10614

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Signature

5/31/2022

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Date

**Dmitry Lapik:**

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Signature

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Date

**Pradeep Balakrishnan:**

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Signature

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Date

**Rafael John Patrick Shuker:**

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Signature

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Date

**Nyriad by:**

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Signature

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Date

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Name

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Title

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Signature

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Date

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Name

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Title

**Nyriad, Inc. by:**

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Signature

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Date

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Name

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Title

**SCHEDULE: PRODUCT**

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**SCHEDULE: APPLICATIONS**

United States patent application number 63/292,040.

ELLIS TERRY

**Assignment of Intellectual Property**  
**METHODS OF ARRANGING DATA ON PERSISTENT STORAGE**  
**DEVICE**

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*Ellis Terry is the trading name of Terry IP Patent Attorneys Limited, Terry IP Law Limited, Ellis Terry Limited and Ellis IP Limited*

**PATENT**  
**REEL: 062200 FRAME: 0557**

## PARTIES

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DocuSigned by:  
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AT7EDC82001408

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Date

**Rafael John Patrick Shuker:**

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Signature

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Date

**Nyriad by:**

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Signature

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Date

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Name

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Title

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Signature

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Date

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Name

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Title

**Nyriad, Inc. by:**

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Signature

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Date

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Name

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Title

**SCHEDULE: PRODUCT**

The invention described in United States patent application number 63/292,040.

**SCHEDULE: APPLICATIONS**

United States patent application number 63/292,040.



ELLIS TERRY

**Assignment of Intellectual Property**  
**METHODS OF ARRANGING DATA ON PERSISTENT STORAGE**  
**DEVICE**

P +64 (4) 498 0833 PO Box 10932, The Terrace P +64 (9) 975 1073 PO Box 522, Shortland Street W [www.ellisterry.com](http://www.ellisterry.com)  
F +64 (4) 496 5948 Wellington 6011, New Zealand T +64 (9) 379 0798 Auckland 1140, New Zealand E [mail@ellisterry.com](mailto:mail@ellisterry.com)

*Ellis Terry is the trading name of Terry IP Patent Attorneys Limited, Terry IP Law Limited, Ellis Terry Limited and Ellis IP Limited*

**PATENT**  
**REEL: 062200 FRAME: 0568**

## PARTIES

**Stuart John Inglis**, a New Zealand citizen

**Sheridan John Lambert**, a New Zealand citizen

**Adam Gworn Kit Fleming**, a New Zealand citizen

**Matthew Sylvain Lazaro**, a United Kingdom citizen

**Herbert Dennis Hunt**, a United States citizen

**Dmitry Lapik**, a New Zealand citizen

**Pradeep Balakrishnan**, a United States citizen

**Rafael John Patrick Shuker**, a New Zealand citizen

**Nyriad**, a New Zealand company with NZBN 9429041574942 having a registered office at Skypoint Building, 3 Melody Lane, Hamilton East, Hamilton 3216, New Zealand

**(the Assignor)**

**Nyriad, Inc.**, a Delaware corporation of 3500 South DuPont Highway, Dover, Delaware, 19901, United States

**(the Assignee)**

## INTRODUCTION

- A. The Assignor has devised or contributed to the Invention either during the course of employment with the Assignee or under a commission from the Assignee.
- B. The Assignor acknowledges that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C. The Assignor has agreed to assign the Invention and the Intellectual Property Rights to the Assignee subject to the terms and conditions of this agreement.

## COVENANTS

### 1. DEFINITIONS

- 1.1 In this agreement, including the Introduction, the following terms will have the following meanings:

**Copyright** means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Invention, that exist or may in the future exist anywhere in the world;

**Improvement** means an improvement in, modification of, or addition to:

- (a) the Invention;
- (b) any original artistic, literary or other works relating to the Invention; or
- (c) any designs to be applied to articles of or relating to the Invention,

devised, created, designed, contributed to or acquired by the Assignor, while the Assignor is employed by the Assignee, or under any commission from the Assignee;

**Intellectual Property Rights** means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention that exist or may in the future exist anywhere in the world and whether or not registered or registrable, including the Patent Rights and Copyright;

**Invention** means any and all inventions described in the Schedule (as improved, modified, developed or amended at any time before execution of this agreement by the Assignor);

**Patent Applications** means the patent applications identified in the Schedule; and

**Patent Rights** means all patent rights in and to the Invention that exist or may in the future exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection for the Invention in any country;
- (b) the right to claim priority under any international convention or agreement, including the Paris Convention (as amended) from any application referred to in paragraph (a) above;
- (c) all rights conferred by any patents or similar forms of protection obtained from any applications referred to in paragraphs (a) and (b) above and
- (d) the Patent Applications together with:
  - (i) any patents that may be granted pursuant to the Patent Applications; and
  - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

## **2. ASSIGNMENT**

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to:

- (a) the Invention; and
- (b) the Intellectual Property Rights.

2.2 **Rights of action:** The assignments effected by clause 2.1 include:

- (a) the assignment and transfer of:
  - (i) the right to sue for damages for infringement or misuse of the Intellectual Property Rights; and
  - (ii) all other rights of action, powers, legal and equitable remedies, and benefits arising from ownership of the Intellectual Property Rights,

in relation to all causes of action arising before, on or after the date of this agreement.

**2.3 Moral rights:** The Assignor:

- (a) waives all of the Assignor's moral rights arising from the Invention throughout the world; and
  - (b) consents to all uses and treatments of the Invention and the Intellectual Property Rights,
- to the extent that the Assignor may lawfully do so.

**2.4 Authority to add application particulars:**

- (a) The Assignor acknowledges that it is the intention of the Assignee to file one or more patent applications in various countries around the world in respect of the Invention. The Assignor hereby irrevocably authorises the Assignee or its agent to add in the Schedule particulars of any patent applications in respect of the Invention that may be filed following the date of execution by the Assignor of this agreement.
- (b) The Assignor agrees and acknowledges that any addition under clause 2.4(a) will be valid and binding upon the Assignor as if the addition had been made prior to execution by the Assignor of this agreement.

**3. CONFIDENTIALITY**

- 3.1 Confidentiality obligations:** The Assignor agrees to treat all information relating to the Invention and the Intellectual Property Rights as secret and confidential. The Assignor will not use, disclose or publish such information without the Assignee's prior written consent.
- 3.2 Exceptions to confidentiality:** The obligations of confidentiality in clause 3.1 do not extend to any information that is or becomes generally available to the public through no act or default of the Assignor. However, the Assignor will promptly advise the Assignee if the Assignor becomes aware of any actual or potential loss of secrecy or confidentiality of the information referred to in clause 3.1.

**4. IMPROVEMENTS**

- 4.1 Disclosure:** The Assignor will immediately disclose to the Assignee all Improvements as and when such Improvements arise.
- 4.2 Ownership of Improvements:**
- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in those Improvements.
  - (b) If any Improvements or intellectual property rights in those Improvements are not owned by the Assignee on their creation but are owned by the Assignor, the Assignor will hold those Improvements and intellectual property rights on trust for the Assignee.

- (c) The Assignor will at any time reasonably requested by the Assignee, and at the Assignee's expense, appropriately execute all documents necessary to:
  - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in those Improvements; or
  - (ii) file, prosecute and defend any protective application for the Improvements and all intellectual property rights in those Improvements.

## 5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS

5.1 **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:

- (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 agreement.

## 6. GENERAL

6.1 **Binding:** This agreement is intended to be immediately and unconditionally binding upon the Assignor as soon as the Assignor executes this agreement.

6.2 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this agreement will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this agreement.

6.3 **Counterparts:**

- (a) This agreement may be executed in any number of counterparts (including facsimile or electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.

- (b) A party may enter into this agreement by executing any counterpart. The parties acknowledge that this agreement may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this agreement by such means will be a valid and sufficient execution.

6.4 **Governing law:** The formation, validity, construction and performance of this agreement will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this agreement. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

**SIGNED AS AN AGREEMENT**

**Stuart John Inglis:**

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Signature

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Date

**Sheridan John Lambert:**

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Signature

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Date

**Adam Gworn Kit Fleming:**

DocuSigned by:  
*Adam Gworn Kit Fleming*  
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Signature

6/1/2022

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Date

**Matthew Sylvain Lazaro:**

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Signature

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Date

**Herbert Dennis Hunt:**

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Signature

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Date

**Dmitry Lapik:**

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Signature

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Date

**Pradeep Balakrishnan:**

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Signature

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Date

**Rafael John Patrick Shuker:**

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Signature

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Date



**Nyriad by:**

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Name

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Title

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Date

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Name

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**Nyriad, Inc. by:**

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Signature

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Date

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Name

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Title

**SCHEDULE: PRODUCT**

The invention described in United States patent application number 63/292,040.

**SCHEDULE: APPLICATIONS**

United States patent application number 63/292,040.