

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVE DENNIS MCCRORY	01/11/2022
RECEIVING PARTY DATA	
Name:	DIGITAL REALTY TRUST, INC.
Street Address:	5707 SOUTHWEST PARKWAY
Internal Address:	BUILDING 1, SUITE 275
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78735
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18185973
CORRESPONDENCE DATA	
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<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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Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	DGTLR.011C1
NAME OF SUBMITTER:	RABINDER N. NARULA
SIGNATURE:	/Rabinder N. Narula/
DATE SIGNED:	01/04/2024
Total Attachments: 3	
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Title: **PERVASIVE DATA CENTER ARCHITECTURE SYSTEMS AND METHODS**Application No.: **17/483575** | PCT Application No.: **PCT/US2021/071575**Matter Code: **DGTLR.011A/WO**Filing Date: **September 23, 2021**

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of **September 23, 2021** and is by **Dave Dennis McCrory**, residing in **Boston, MA**, and having a mailing address at **5707 Southwest Parkway, Building 1, Suite 275, Austin TX 78735** (individual hereinafter referred to as "ASSIGNOR").

ASSIGNOR has conceived of one or more inventions, and/or has invented new and useful improvements, technology, inventions, developments, ideas or discoveries, (collectively referred to as the "Invention") disclosed or included in the above-referenced patent applications (collectively "Application"), which have been filed in the United States ("U.S.") Patent and Trademark Office on **September 23, 2021**, as U.S. Application Number **17/483575**, entitled **PERVASIVE DATA CENTER ARCHITECTURE SYSTEMS AND METHODS** and as PCT Application No. **PCT/US2021/071575** entitled **PERVASIVE DATA CENTER ARCHITECTURE SYSTEMS AND METHODS**, and has agreed to assign or is under an obligation to assign ASSIGNOR's rights in the Invention and Application to the below identified ASSIGNEE.

WHEREAS, **Digital Realty Trust, Inc.**, a **Maryland** corporation, having offices at **5707 Southwest Parkway, Building 1, Suite 275, Austin TX 78735** ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and/or by these presents ASSIGNOR does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so, the entire right, title, and interest throughout the world in and to the Application and the Invention, including all "Patent Properties" filed or issued upon the Application and the Invention; where "Patent Properties" include, but are not limited to:

A. The Invention whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S Inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or the Invention (including U.S. Provisional Appl. No. 63/083763 filed September 25, 2020); all nonprovisional and design applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the U.S. or in any foreign country and all continuations, divisionals, and continuations-in-part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents;

C. All rights of priority under International Conventions and any related letters Patent which may hereafter be granted or filed in any country or countries foreign to the U.S., all extensions, renewals and reissues thereof;

D. Any other related intellectual property rights disclosed or included in the Application, such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, designs, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise; and

E. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

AND ASSIGNOR hereby acknowledges the ASSIGNEE as the Applicant for all Patent Properties, including the Invention, authorizes ASSIGNEE to make and/or file, at ASSIGNEE's sole discretion, any and all Patent Properties and related documents, and authorizes and requests the Commissioner of Patents of the U.S., and any Official of any country or countries foreign to the U.S., whose duty it is, to issue any Patent Properties to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument. ASSIGNOR hereby authorizes, the filing and execution of all rightful oaths and declarations, including any in connection with any Patent Properties.

PATENT[**REEL: 066025 FRAME: 0217** 9b73431975

Title: **PERVASIVE DATA CENTER ARCHITECTURE SYSTEMS AND METHODS**Application No.: **17/483575** | PCT Application No.: **PCT/US2021/071575**Matter Code: **DGTLR.011A/WO**Filing Date: **September 23, 2021**

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AND ASSIGNOR DOES HEREBY assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all causes of action, rights of enforcement, claims for damages, and all remedies relating to the Patent Properties arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages, and all proceeds for past infringements of the Patent Properties.

AND ASSIGNOR AGREES that ASSIGNOR, without further consideration or compensation, will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Invention and/or the Patent Properties; testify in any legal proceeding, assist in the preparation of any Patent Properties, sign/execute all lawful papers, execute and make all rightful oaths and/or declarations in connection with any Patent Properties, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Patent Properties in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, his or her officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. The Application was authorized to be made by ASSIGNOR, and ASSIGNOR hereby authorizes ASSIGNEE to make, at ASSIGNEE'S sole discretion, any and all additional Patent Properties, including application(s) that claim priority to the Application, including all Related Applications.

C. ASSIGNOR acknowledges that some or all of ASSIGNOR's personal information may enter the public record (e.g., email, address, residence, full legal name, employment status, or the like). ASSIGNOR hereby agrees to allow such personal information, provided by ASSIGNOR to ASSIGNEE with respect to employment or with respect to the Application or Related Applications, to be used in connection with the Application or Related Applications. Furthermore, ASSIGNOR agrees to inform ASSIGNEE upon any changes to address, residency, or legal name hereafter. Absent any updates received by ASSIGNEE, ASSIGNEE is authorized to use its corporate address in connection with this document in place of the ASSIGNOR'S address, whether or not ASSIGNOR remains an employee of ASSIGNEE.

D. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

E. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

F. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable and the Patent Properties are valid, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

