

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8397048

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CYXTERA DATA CENTERS, INC.	01/12/2024
RECEIVING PARTY DATA	
Name:	PHOENIX INFRASTRUCTURE LLC
Street Address:	250 VESEY STREET, 15TH FLOOR
Internal Address:	C/O BROOKFIELD ASSET MANAGEMENT
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10281
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	16442997
Application Number:	16695663
Application Number:	16695696
Application Number:	16695743
Application Number:	17679975
Application Number:	17847063
Application Number:	17808719
Application Number:	17895909
Application Number:	17962780
PCT Number:	US2020036131
CORRESPONDENCE DATA	
Fax Number:	(212)492-0071
<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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Address Line 4:	NEW YORK, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	018310-00016
NAME OF SUBMITTER:	JENNA FLORIO
SIGNATURE:	/Jenna Florio/
DATE SIGNED:	01/23/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 6 source=Cyborg - Patent Assignment (Executed Copy)#page1.tif source=Cyborg - Patent Assignment (Executed Copy)#page2.tif source=Cyborg - Patent Assignment (Executed Copy)#page3.tif source=Cyborg - Patent Assignment (Executed Copy)#page4.tif source=Cyborg - Patent Assignment (Executed Copy)#page5.tif source=Cyborg - Patent Assignment (Executed Copy)#page6.tif	

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Assignment”) is made as of January 12, 2024 (the “Effective Date”) by and between Cyxtera Data Centers, Inc., a Delaware corporation (“Assignors”), and Phoenix Infrastructure LLC, a Delaware limited liability company (“Assignee”). Each of Assignors and Assignee are referred to as a “Party” and together as the “Parties”.

WHEREAS, Phoenix Data Center Holdings LLC (“Purchaser”), Cyxtera Technologies, Inc. and certain other parties (collectively, “Sellers”) have entered a certain Asset Purchase Agreement, dated as of January 12, 2024 (the “APA”), pursuant to which Purchaser has acquired certain assets of Seller and certain other affiliates (as set forth in the APA), including without limitation the Assigned Patent Rights (defined below) and the Parties desire to memorialize and record such assignment as set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the APA, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignors hereby irrevocably sell, transfer, assign, convey and deliver to Assignee, and Assignee hereby assumes and accepts, all of Assignors’ rights, title, and interest in and to (a) all patents and patent applications, throughout the world, owned by Assignors, including the patents and patent applications listed on Annex 1 hereto; (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, interferences and any extensions of the foregoing; (c) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement of the foregoing; and (e) all income, royalties and any other payments now and hereafter due and/or payable to Assignors in respect of the foregoing, in each case (a) - (e), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignors had this assignment not been made (collectively, the “Assigned Patent Rights”).

2. Assignors hereby authorize and request the competent authorities including without limitation an official of the United States Patent and Trademark Office or any non-U.S. governmental patent office and an official of any intergovernmental organization, whose duty is to issue patents or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. Assignors shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, in each case at Assignee’s sole cost and expense. Assignors hereby irrevocably appoint Assignee as the Assignors’ attorney-in-fact, authorizing Assignee as such attorney-in-fact to execute and deliver, or cause to be executed and delivered, all such documents and instruments

and to take, or cause to be taken, all such further or other actions in connection with the foregoing on behalf of Assignors in the event that Assignors do not take any such actions reasonably promptly following receipt of Assignee's request, in each case at Assignee's sole cost and expense.

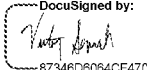
4. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

The Parties, by their authorized representatives, have executed this Patent Assignment Agreement effective as of the Effective Date:

ASSIGNORS:

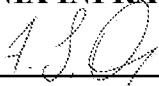
CYXTERA DATA CENTERS, INC.

By: 
Name: Victor Semah
Title: Executive Vice President, Chief Legal Officer and Secretary
Date: 1/9/2024

[Signature Page to Patent Assignment Agreement]

ASSIGNEE:

PHOENIX INFRASTRUCTURE LLC

By: 

Name: Fred Day

Title: Vice President

Date:

Annex 1

Patents and Patent Applications

Assignor	Country	Patent Title	Appl. No.	Filed Date	Grant Date	Patent No.	Status
Cyxtera Data Centers, Inc.	China	Network configuration of top-of-rack switches across multiple racks in a data center	202080044717.X	2020-06-04	--	--	Pending
Cyxtera Data Centers, Inc.	European Patent	Network configuration of top-of-rack switches across multiple racks in a data center	20826553.8	2020-06-04	--	--	Pending
Cyxtera Data Centers, Inc.	Japan	Network configuration of top-of-rack switches across multiple racks in a data center	2021-575948	2020-06-04	--	--	Pending
Cyxtera Data Centers, Inc.	PCT	Network configuration of top-of-rack switches across multiple racks in a data center	PCT/US2020/036131	2020-06-04	--	--	Pending
Cyxtera Data Centers, Inc.	Singapore	Network configuration of top-of-rack switches across multiple racks in a data center	11202112739U	2020-06-04	--	--	Pending
Cyxtera Data Centers, Inc.	United States of America	Self-service configuration of top-of-rack switches across multiple racks in a data center	16/442,997	2019-06-17	2022-06-28	11,374,879	Granted
Cyxtera Data Centers, Inc.	United States of America	Automated deployment of internet connectivity to rack switches in a data center	16/695,663	2019-11-26	2022-06-28	11,374,880	Granted
Cyxtera Data Centers, Inc.	United States of America	Automated access to racks in a colocation data center	16/695,696	2019-11-26	2022-11-08	11,496,365	Granted

Assignor	Country	Patent Title	Appl. No.	Filed Date	Grant Date	Patent No.	Status
Cyxtera Data Centers, Inc.	United States of America	Network service integration into a network fabric of a data center	16/695,734	2019-11-26	2022-08-30	11,431,654	Granted
Cyxtera Data Centers, Inc.	United States of America	Automated cloud on-ramp in a data center	17/679975	2022-02-24	--	--	Pending
Cyxtera Data Centers, Inc.	United States of America	Network configuration of top-of-rack switches across multiple racks in a data center	17/847,063	2022-06-22	--	--	Pending
Cyxtera Data Centers, Inc.	United States of America	Automated deployment of internet connectivity to rack switches in a data center	17/808,719	2022-06-24	--	--	Pending
Cyxtera Data Centers, Inc.	United States of America	Network service integration into a network fabric of a data center	17/895,909	2022-08-25	--	--	Pending
Cyxtera Data Centers, Inc.	United States of America	Automated access to racks in a colocation data center	17/962,780	2022-10-10	--	--	Pending

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REEL: 066216 FRAME: 0293

RECORDED: 01/23/2024